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Contract

**Communications
Workers of America**



**Pacific Telesis Group
Pacific Bell
Nevada Bell**



**Advanced Solutions, Inc.
Pacific Bell Home Entertainment
Pacific Bell Information Services-MNG
SBC Services, Inc.
SBC Telecom, Inc. in Las Vegas
SBC Telecom, Inc. – Network Operations**

**Effective February 5, 2001
Expiration Date April 1, 2004**



CONTRACT BETWEEN
THE COMPANIES
AND
COMMUNICATIONS WORKERS OF AMERICA
TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - FORCE ALLOCATION	3
2.01 Employment Security Commitment	3
2.02 Employee Career Development Programs.....	3
2.03 Training/Retraining Working Committees	4
2.04 The Automated Upgrade and Transfer System	5
2.05 Force Balancing	10
2.06 Force Movement	13
2.07 Separation Benefits	20
2.08 Relocation Expense.....	24
2.09 Assignment of Headquarters	25
ARTICLE 3 - COMPANY-UNION RELATIONS	29
3.01 General Statement	29
3.02 Meetings Between Union and Management Representatives.....	29
3.03 Time Off for Union Activities.....	31
3.04 Triennial Collective Bargaining Meetings Between Union and Management Representatives.....	36
3.05 Union Activities on the Companies' Premises	36
3.06 Bulletin Boards	37
3.07 Union Security.....	38
3.08 Payroll Deduction of Union Dues	39
3.09 Non-Discrimination	41
3.10 Federal or State Laws.....	41
ARTICLE 4 - JOB TITLES AND CLASSIFICATIONS	43
4.01 New Job Titles and Job Classifications.....	43
4.02 Assigning Titles.....	45
4.03 Part Time, Term, Temporary and Occasional Employees	46
ARTICLE 5 - WORK ADMINISTRATION, COMPENSATION AND SPECIAL PAYMENTS	51
5.01 Wage Schedules and Payments.....	51
5.02 Relief Differentials	54
5.03 Shift Differentials.....	54
5.04 Overtime and Call-Outs.....	55
5.05 Expense Allowance	58
5.06 Standby Pay	61
5.07 Plan for Employees' Pensions, Disability Benefits and Death Benefits	62

	<u>PAGE</u>
ARTICLE 6 - TIME OFF	63
6.01 General Statement	63
6.02 Vacation.....	63
6.03 Holidays	65
6.04 Personal Days Off	67
6.05 Civic and Personal Obligations	68
6.06 Planned Time Off.....	68
ARTICLE 7 - PROBLEM RESOLUTION PROCEDURES	73
7.01 General Statement	73
7.02 Request for Union Representation	73
7.03 Communication and Problem Solving.....	73
7.04 Union Presentation	74
7.05 Grievance Procedure	74
7.06 Sharing Information.....	77
7.07 Company Position	78
7.08 Unresolved Union Presented Grievances	78
7.09 Employee Presentation	78
7.10 Arbitration Procedures	78
7.11 Arbitrator	80
7.12 Power of the Arbitrator	80
7.13 Arbitrator's Decision.....	81
7.14 Effect of Resolution	81
7.15 Expedited Arbitration Procedure.....	81
7.16 Arbitration Expenses.....	82
7.17 Time Limits.....	82
7.18 Mediation	82
7.19 Dismissals	84
ARTICLE 8 - LAYOFFS.....	85
ARTICLE 9 - OCCUPATIONAL SAFETY AND HEALTH.....	89
ARTICLE 10 - CONCLUSION.....	91

	<u>PAGE</u>
APPENDIX A WORKING CONDITIONS	93
<u>Section A1</u> SOUTHERN CALIFORNIA WORKING CONDITIONS	95
FOR:.....	
<ul style="list-style-type: none"> • Network Services (except Official Communications Services - Business Office <i>and Business Services Operations ISDN/PCO except Service Representative Title only</i>) • SBC Services, Inc. <ul style="list-style-type: none"> • Human Resources • Corporate Real Estate • Information Technology (except Computer Operator Title) • Procurement (except Administrative Services Titles) • Network Planning & Engineering • Industry Markets - (Access Operations, Testing Technician Title only), (Local Operations Center, except Service Representative Title) • Network Services Staff • Public Communications - Operations Only • SBC Telecom, Inc. - Network Operations • Advanced Solutions, Inc. (except Service Representative and Order Writer Titles only) 	
A1.01 Titles and Applications.....	95
A1.02 Hours of Work	96
A1.03 Work Schedules.....	97
A1.04 Headquarters and Specified Limits	98
A1.05 Overtime and Premium Payments.....	99
A1.06 Seniority.....	101
<u>Section A2</u> NORTHERN CALIFORNIA AND NEVADA WORKING	102
CONDITIONS FOR:	
<ul style="list-style-type: none"> • Network Services (except Official Communications Services - Business Office <i>and Business Services Operations ISDN/PCO except Service Representative Title only</i>) • SBC Services, Inc. <ul style="list-style-type: none"> • Human Resources • Corporate Real Estate • Information Technology (except Computer Operator Title) • Procurement (except Administrative Services Titles) • Network Planning & Engineering • Industry Markets - (Access Operations, Testing Technician Title only), (Local Operations Center, except Service Representative Title) • Network Services Staff • Public Communications - Operations Only 	

	<ul style="list-style-type: none"> • <i>SBC Telecom, Inc. – Network Operations</i> • <i>SBC Telecom, Inc. In Las Vegas, NV</i> • <i>Advanced Solutions, Inc. (except Service Representative and Order Writer Titles only)</i> • <i>Pacific Bell Information Services, Maintenance Notification Group</i> • <i>Pacific Telesis Group</i> <ul style="list-style-type: none"> • <i>External Affairs – Nevada Bell only</i> • <i>Regulatory – Nevada Bell only</i> 	
A2.01	Titles and Applications	102
A2.02	Hours of Work	103
A2.03	Overtime and Premium Payments	105
A2.04	Assignment of Headquarters	106
A2.05	Seniority	106
<u>Section A3</u>	WORKING CONDITIONS FOR:	107
	<ul style="list-style-type: none"> • Operator Services only (except <i>Marketing Directory Unit</i>) 	
A3.01	Titles and Applications	107
A3.02	Hours of Work	107
A3.03	Overtime and Sunday Pay Practices	109
A3.04	Seniority	110
A3.05	Differentials	111
<u>Section A4</u>	WORKING CONDITIONS FOR:	114
	<ul style="list-style-type: none"> • Network Services (Official Communications Services - Business Office only <i>and Business Services Operations ISDN/PCO Service Representative only</i>) • Consumer <i>Markets Group</i> • Business Communications Services • Industry <i>Markets (Access Operations, except Testing Technician Title), (Local Operations Center, Service Representative Title only)</i> • <i>SBC Services, Inc.</i> <ul style="list-style-type: none"> • <i>Procurement (Administrative Services Titles)</i> • Information Technology (Computer Operator Title only) • <i>Finance</i> • <i>Business Marketing</i> • <i>Advanced Solutions, Inc. (Service Representative and Order Writer Titles only)</i> • <i>Global Markets</i> • <i>Operator Services (Marketing Directory Unit only)</i> • Public Communications (except Operations) 	
A4.01	Titles and Applications	114
A4.02	Hours of Work	114
A4.03	Overtime and Premium Payments	116
A4.04	Assignment of Headquarters	117
A4.05	Seniority	118

		PAGE
APPENDIX B - PACIFIC BELL HOME ENTERTAINMENT WORKING CONDITIONS		119
B1	Working Conditions.....	120
B2	Contract Modifications.....	120
B2.01	Article 8 Layoffs.....	120
B2.03	Appendix C Compensation, Transfer and Upgrades.....	121
B2.04	Hours of Work.....	121
B2.05	Overtime.....	122
B2.06	Seniority.....	123
B2.07	Differentials.....	123
B2.08	Headquarters.....	123
B2.09	Home Garaging.....	123
APPENDIX C - COMPENSATION, TRANSFER AND UPGRADES		125
C1	General Increase.....	126
C1.01	March 2001 General Increase.....	126
C1.02	October 2001 General Increase.....	126
C1.03	2002 General Increase.....	126
C1.04	2003 General Increase.....	126
C1.05	Minimum Wage Increase.....	127
C1.06	Minimum Wage Rate.....	127
C2	Titles, Wage Schedules, Time-In-Title and Pension Bands.....	128
C3	Wage Schedules.....	130
C3.01	Transition to New Wage Schedules From Superseded Wage Schedules.....	130
C4	Classification of Exchanges by Area.....	148
C4.01	Zone E.....	148
C4.02	Zone F.....	148
C4.03	Zone G.....	149
C4.04	Nevada.....	151
C5	Team Performance Award (TPA).....	152
C5.01	Team Performance Award - Description.....	152
C5.02	Team Performance Award - Computations....	156
C6	Pension Table Revisions.....	158

		<u>PAGE</u>
C7	Evening, Night and Early Morning Differentials	159
C8	Wage Administration Practice.....	160
C8.01	General.....	160
C8.02	Changes of Assignment to a Higher-Rated Schedule.....	161
C8.03	Exceptions to the Limitations in Section C8.02.	163
C8.04	Changes of Assignment Between Schedules with the Same Top Rate.....	163
C8.05	Changes of Assignment to a Lower-Rated Schedule.....	164
C8.06	Retreats.....	164
	AGREEMENT OF RECOGNITION.....	165

	<u>PAGE</u>
MEMORANDA OF AGREEMENT	167
1. Documentation Retention	169
2. Early Retirement Benefit	171
3. <i>Eliminate Force Freezes, Force Limitations and Metering</i>	<i>179</i>
4. Employee Career Development Programs and Training/Retraining (Horizons).....	181
5. <i>Flextime</i>	<i>183</i>
6. Monitoring and Productivity Measurements (Operator Services)	185
7. Pay Treatment for Medically Restricted Employees.....	187
8. Principles for Sales Incentive Programs	189
9. Provide for Voluntary Waiving of the Sunday Plus Four Request	191
10. Relocation Expense Treatment.....	193
11. <i>Subcontracting</i>	<i>197</i>
12. Supervisory Monitoring – Definition Per CPUC Decision	199
13. Supervisory Monitoring – Service Representatives	201
INDEX	205

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
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PREAMBLE

Pursuant to and in consolidation of the terms agreed to in the Memorandum of Agreement executed on *February 5, 2001*, this consolidated Contract is signed on this *16th* day of *March, 2001*, between PACIFIC BELL/NEVADA BELL, *SBC Telecom, Inc. in Las Vegas, Nevada, SBC Telecom, Inc. - Network Operations, SBC Advanced Solutions, Inc., SBC Services, Inc., Pacific Bell Information Services Maintenance Notification Group, and Pacific Bell Home Entertainment*, hereinafter collectively referred to as the "Companies," and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union."

The respective parties to this consolidated Contract do mutually agree and covenant as follows:

ARTICLE 1

RECOGNITION

Section 1.01 The Companies recognize the Union as the exclusive collective bargaining representative for those employees having the occupational title classifications outlined in Appendices A and B for the collective bargaining units described in the Agreement of Recognition.

Section 1.02 Nothing herein shall be construed as authorizing the inclusion of any employee or employees not properly includable in the above described bargaining unit, nor shall be construed as a waiver or forbearance on the part of the Union of any right to represent any employee or employees properly includable in such bargaining unit as contemplated under the National Labor Relations Act as now or hereafter amended or superseded.

Section 1.03 Additions to, or changes in, recognition as described in the Agreement of Recognition may be made by mutual agreement.

Section 1.04 The Companies recognize the Union or its authorized representatives as having sole power to execute agreements with the Companies in regard to rates of pay, wages, hours of employment and other conditions of employment affecting the employees in the collective bargaining units described in the Agreement of Recognition.

Section 1.05 The Companies will furnish a copy of the Contract to all employees.

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ARTICLE 2

FORCE ALLOCATION

Section 2.01 EMPLOYMENT SECURITY COMMITMENT

The Companies' policy will be to offer all employees, who continue to meet performance standards, employment security through reassignment and retraining even if their present jobs are eliminated. This policy will be maintained so long as there is no change that will materially alter *any of the Companies'* Business Plan achievement.

Employees who utilize personal and/or career development programs designed to help them stay abreast of continuing technological and business changes, and who exercise flexibility in accepting new or changed work assignments and locations, will be assured employment security so long as there is no change that will materially alter *any of the Companies'* Business Plan achievement.

Section 2.02 EMPLOYEE CAREER DEVELOPMENT PROGRAMS

The Employee Career Development Program, developed jointly by the Companies and the Union, is designed to provide for the ongoing development of each employee's capability throughout their careers *with the Companies*.

- A. The Program will be governed by the Vice President - Human Resources and the CWA Vice President, District 9, or their designated representatives, as well as three representatives of the Companies and three representatives of the Union. This Governance Board will oversee the activities of the Training/Retraining Working Committees.
- B. The Companies will provide specific, relevant and timely information regarding existing job opportunities to the Union. This information will be based on semi-annual force forecasts of future force reductions and job growth areas created by, but not limited to, major technological changes and consolidations. This information will be communicated to the appropriate Union and management representatives so that these representatives can help employees make decisions about their individual career paths.
- C. The purpose of the Employee Career Development Program is to:
 - 1. Educate employees about the necessity for, and reality of, change.
 - 2. Enable an employee to assess personal knowledge, skills, attributes, behaviors and goals.

Section 2.02 EMPLOYEE CAREER DEVELOPMENT PROGRAMS (Continued)

3. Determine the knowledge, skills, attributes and behaviors for jobs and build a training and/or career path for each participating employee.
 4. Provide individual career and development counseling by trained counselors.
 5. Encourage employees to take control of their careers and seek out new career opportunities in sufficient time to take advantage of such opportunities.
 6. Emphasize each employee's responsibility to seek out and take advantage of these and other career development tools and processes to better ensure their personal employment security.
- D. The Governance Board identified in Section 2.02A will be responsible for integrating and coordinating the activities of the Training/Retraining Working Committees into the Employee Career Development Program.
- E. All Regular Full and Part-time employees with at least one year of service will be eligible to participate in the Employee Career Development Program(s). Participation in the Program(s) shall be voluntary. Time spent by employees in Program activities will normally be outside of scheduled working hours. Such time will not be paid and will not be considered as time worked for any purpose.

Section 2.03 TRAINING/RETRAINING WORKING COMMITTEES

- A. The Training/Retraining Working Committees shall consist of equal numbers of Company and Union representatives.
- B. The functions of the Training/Retraining Working Committees are to:
1. Develop programs which offer additional training opportunities to employees which will allow them to attain new skills and pursue different career paths.
 2. Propose those programs to the Governance Board for approval of appropriate expenditure of the Training/Retraining funding.
 3. Administer the programs and report on at least a quarterly basis to the Governance Board.
- C. The provisions of Sections 2.02 and 2.03 do not in any way affect the Companies' right to implement the provisions of Article 2, Section 2.05, Section 2.06 or Article 8.

Section 2.04 THE AUTOMATED UPGRADE AND TRANSFER SYSTEM

The Companies and the Union agree that the Companies will replace the Upgrade and Transfer Plan with an automated transfer plan that shall provide placement opportunities for Regular employees. This Plan, called the Automated Upgrade and Transfer System (AUTS), will enable Regular employees to move to new job titles and work locations. Such moves not only benefit the Companies, but also benefit employees by allowing them to influence the direction of their individual careers.

A. Regular Transfers

1. Participation in the AUTS shall require employees to verify, supply and update personnel data relative to work experience, testing, education and training. This information shall be the basis of each employee's resume maintained in the AUTS database.
2. Information regarding job openings will be made available to employees on an automated basis by the Companies. Such information will also be available to the Union Locals.
3. Eligible qualified employees seeking placement can submit transfer requests for currently open positions and for future openings. Employees may have up to six (6) transfer requests at any one time. These may be upgrade, lateral or downgrade transfer requests and they may be for future or current vacancies. Each transfer request will designate a specific title and exchange (See Appendix C4).
 - a. Employees will receive reports regarding the activity associated to their transfer requests every four (4) to six (6) weeks.
4. A vacancy will be listed for a minimum of five (5) business days, during which time eligible employees may submit transfer requests for the position.
5. The employee will have two (2) work days to accept or reject a job offer. Once a job offer has been made, all other transfer requests will be put on hold until the job offer has been accepted or declined.
6. An employee's transfer request will be maintained in the active file and/or considered for current open positions if the employee has met the prerequisites of satisfactory job performance, time-in-title and time-in-location (as indicated in Appendix C2), testing and other job requirements as determined by the Companies and indicated on the appropriate job brief.
 - a. Least senior identified surplus employees (Section 2.06B1) and employees placed under the provisions of Section 2.05 (Force Balancing) and Section 2.06 (Force Movement) of this Article will not be required to meet time-in-title and time-in-location requirements in order to submit transfer requests following such identification and/or placement.

Section 2.04 AUTOMATED UPGRADE AND TRANSFER SYSTEM (Continued)

- b. If an employee refuses a job offer which matches a request, then that request will be cancelled; and if, or any other request that would include the same title and exchange, may not be resubmitted for a period of six (6) months from the date of refusal. When an employee accepts a job offer, all other transfer requests on file will be cancelled.
- c. Transfers submitted to AUTS for current positions expire thirty (30) calendar days after receipt of a job match list or upon selection of a candidate for the vacancy, whichever occurs first. Transfers submitted for future positions will remain in file for six (6) months from the date of receipt, but will be cancelled upon the occurrence of any of the following:
 1. The employee no longer meets eligibility or qualifications requirements.
 2. The employee withdraws the request.
 3. The employee leaves the Company payroll.
 4. The employee is no longer a Regular employee.
- d. Transfers will remain in file, but on inactive status, if any of the following are in excess of thirty (30) calendar days: leaves of absence; temporary promotions to management and disabilities.
- e. Eligible employees not test qualified for positions being sought through AUTS will be provided the opportunity to take such test(s) in the same order of consideration applicable to filling job vacancies under Section 2.04B1, subject to the availability of testing resources and the job vacancy rate for the positions being sought. Within each step in the sequence of search, employees will be tested in seniority order.

B. Selection

1. When the Companies declare a vacancy, the Companies may list on the requisition up to ten (10) skills taken from the job brief. These skills are in addition to the prerequisites described in Section 2.04A6. Employees will be selected by the skills listed on the requisition. Skills are based on the employees' work experience, training and education and are listed in their resumes. The Companies may, at their discretion, interview employees on job match lists to confirm their skills. When two (2) or more employees have equal skills related to the vacancy, seniority will determine the choice. The normal sequence of search to fill a vacancy will be:
 - a. Qualified employees in the Available Employee File consisting of personnel returning from medical disability, military, care of newborn children, care of immediate family, Union leaves of absence, qualified medically restricted employees and surplus employees;

Section 2.04 AUTOMATED UPGRADE AND TRANSFER SYSTEM (Continued)

- b. Reassigned employees as referenced in Section 2.06B10 and laid off employees as referenced in Article 8;
 - c. Employees requesting changes of job titles and/or locations;
 - d. New hires.
2. In applying the provisions of Sections 2.04B1a through 2.04B1c, Nevada employees will be considered for Nevada positions for which they are qualified before such opportunities are made available to Pacific employees. Pacific employees will likewise receive consideration for Pacific positions before such opportunities are made available to Nevada employees.
 3. Employees and new hires in Section 2.04B1c through 2.04B1d may be considered concurrently. When two (2) or more individuals are equally qualified, seniority will determine the choice.
 4. Notwithstanding Sections 2.04B1 through 2.04B3, VP entities may reserve up to 50% of their vacancies by title for intra VP entity movement. Those vacancies identified for intra VP entity movement will be made available to qualified employees within the same VP entity before such opportunities are made available to employees from other VP entities. Intra VP entity selection will be determined by skills and seniority as described in Section 2.04B1. A VP entity will not have more than 50% of its vacancies reserved on a title by title basis at any point in time.
 5. The Companies reserve the right to refuse transfers and may initiate transfers as they deem necessary.

C. Retreats

1. A Regular employee who has accepted a new job assignment, which is an upgrade under this Section 2.04, may elect to retreat to the previous department within the first six months after the date of transfer, except as specified in Section 2.05C and 2.06B10. The employee will be reassigned to the previous job or a comparable job within a commutable distance from that previous job as a vacancy becomes available.
2. The receiving department may elect to retreat an employee within the first six (6) months after the date of transfer except as specified in Section 2.05C and 2.06B10.
3. For both employee and Company initiated retreats, the first six (6) months may be extended for formal classroom training, leaves of absence, or disability.

Section 2.04 AUTOMATED UPGRADE AND TRANSFER SYSTEM (Continued)

D. Joint AUTS Review Committee

1. The Companies and the Union will establish a Joint AUTS Review Committee comprised of two (2) Union representatives and two (2) representatives of the Companies. The responsibilities of the Committee will include:
 - a. Assisting the Companies in providing for an orderly and efficient transition to AUTS;
 - b. Monitoring the ongoing operation of AUTS;
 - c. Analyzing overall AUTS results;
 - d. Addressing concerns raised as to the staffing of positions through AUTS.
2. The Joint Review Committee will meet on a regular basis, but not less than once each quarter.
3. The Joint Review Committee is not empowered to enter into agreements modifying the Contract, employees' wages, benefits (or other forms of compensation), job titles or representation status.
4. Agreements made by the Joint Review Committee will not prejudice the position of either the Companies or the Union and will not be cited in any other proceeding. Such agreements will not be subject to the grievance and arbitration procedures.
5. Individual placement decisions made pursuant to the AUTS shall be subject to the grievance procedure. Issues not resolved in the grievance procedure may be presented to the Joint AUTS Review Committee for final and binding resolution. Neither the AUTS nor its administration shall be subject to arbitration.

E. Mini-Transfers

The mini-transfer procedure is completely separate from the process described in Section 2.04A. The mini-transfer process is administered by local management without the involvement of the Placement organization. Local management will consider mini-transfer requests before issuing a requisition. Time-in-title and time-in-location is accrued for employees who change their shift, location or status due to a mini-transfer.

Section 2.04 AUTOMATED UPGRADE AND TRANSFER SYSTEM (Continued)

1. Regular employees (except for Operator Services employees listed in Appendix A, Section A3.01A) may submit local requests to change their shifts (day, evening or night) within their title and their building locations or other organizational units as determined by the Companies and the Union. If there are no written requests on file, the available qualified employees within the building or organizational unit as determined by the Companies and the Union will be offered the vacancy.
2. Regular employees may submit local requests to change their work locations within their same titles. Requests for change in work locations will be to different buildings, or to different organizational units within the same district.
3. Regular employees may submit local requests to change their status from full-time to part-time or from part-time to full-time. Requests for change in status will be within the employee's title and their building locations or other organizational units as determined by the Companies and the Union.
4. When a vacancy occurs, the Companies will review requests from available qualified employees. Employees will be considered in order of seniority. The normal sequence of search to fill a vacancy will be:
 - a. Employees requesting change of shifts under Section 2.04E1;
 - b. Employees requesting change of locations under Section 2.04E2;
 - c. Employees requesting change of status under Section 2.04E3.
5. The qualifications and availability of employees for the purpose of administering this Section 2.04E will be determined by the Companies.

1 **Section 2.05 FORCE BALANCING**

2
3 Whenever any conditions, including economic or force conditions or
4 technological change (defined as changes in equipment or methods of
5 operations), are considered by the Companies to warrant relocation of existing
6 work and/or rearrangement of employees, Regular employees may be
7 reassigned. Prior to such reassignment(s), management will inform the affected
8 Union Local(s) of the proposed move(s). The parties will then discuss the need
9 for such reassignment and may explore possible alternatives. If the parties do
10 not agree, the Companies will administer the reassignment of Regular
11 employees.
12

13 If the reassignment of Regular employees is deemed necessary by the
14 Companies, the following provisions will apply:
15

16 A. Relocation of Existing Work
17

- 18 1. In applying the provisions of Section 2.05A, the affected work group
19 will be considered to be an administrative work unit. An administrative
20 work unit is defined as those employees who have the same title
21 classification and who perform similar work, as determined by the
22 Companies, and share a common overtime list and vacation
23 schedule or, if not sharing both the same overtime list and vacation
24 schedule, sharing either the same overtime list or vacation schedule,
25 whichever list or schedule is smaller.
26
- 27 2. When only a portion of the work performed within an administrative
28 work unit is to be relocated, employees will be offered the
29 opportunity to follow the relocated work based on net credited
30 service as shown by the records of the Companies.
31
- 32 3. If the amount of work to be relocated equates to less than one full
33 employee's work, the Companies, at their discretion, may allow an
34 employee to follow that portion of relocated work.
35
- 36 4. If the relocation of existing work involves a move for an employee
37 which is considered commutable, the employee will follow the work
38 to the new location. Commutable employees who refuse
39 reassignment under the provisions of this Section and least senior
40 commutable employees who refuse reassignment under Section
41 2.05B will be considered to have voluntarily resigned and will not be
42 entitled to Separation Benefits.
43
- 44 5. If the relocation of existing work is to a non-commutable location, the
45 employee may elect to either follow the relocated work or be
46 identified as surplus. In the latter case, the employee will be
47 administered according to the provisions of Article 2, Section 2.06.
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Section 2.05 FORCE BALANCING (Continued)

B. Force Rearrangements

1. In an attempt to avoid the declaration of surplus, or to balance the force, the Companies may rearrange employees in the same title, consolidated headquarters (Section 2.09B) and Vice Presidential entity. The Companies will determine the appropriate work group(s) within the title, consolidated headquarters and VP entity for administration of the force rearrangement(s). There is no requirement to use any of the force rearrangement procedures prior to declaring a surplus.
2. Prior to a force rearrangement, the Companies will inform the affected Union Local(s) of the proposed move(s). Those Union Local(s) and the Companies will discuss the need for the force rearrangement(s), possible alternatives and whether any "additional vacancies," as described in Section 2.05B5, will be offered. The Union Local(s) and the Companies will meet and discuss these issues in a timely manner. If there is no agreement between the Union Local(s) and the Companies, the Companies will administer the force rearrangement(s).
3. Employees having mini-transfer requests on file (see Section 2.04E) as of the date management determines that reassignments are warranted will be given consideration for available jobs in the same district or Placement Area, whichever is smaller.
4. The least senior qualified surplus employees in the affected work group ("affected employees") will be offered the available jobs in their same title, consolidated headquarters and VP entity. By seniority, the affected employees may elect to take such vacancies or replace the least senior employee with the same title within the same consolidated headquarters and within the same VP entity who is outside the affected work group. This process will continue until all available vacancies in the title, consolidated headquarters and VP entity are filled.
 - a. If the most senior of the affected employee(s) elects not to replace the least senior employee in the title, consolidated headquarters and VP entity, then the most senior of the affected employee(s) will be assigned to a vacancy.
 - b. If the most senior of the affected employee(s) elects to replace the least senior employee in the title, consolidated headquarters and VP entity, then the replaced employee will be held out of the process until all the affected employee(s) who have more seniority than the replaced employee(s) have the opportunity to either replace the remaining least senior employee(s) in the title, consolidated headquarters and VP entity or be assigned to a vacancy. If there are no remaining affected employees with more seniority than a replaced employee(s), the replaced employee(s) will be assigned to a vacancy, if available.

Section 2.05 FORCE BALANCING (Continued)

5. If the Companies and the affected Union Local(s) agree during their advance discussions, the affected employees may also be offered any or all of the following types of available jobs in their VP entity ("additional vacancies"):

- same title which are outside the consolidated headquarters;
- same wage schedule within the consolidated headquarters;
- and same wage schedule which are outside the consolidated headquarters.

If any such additional vacancies are made available to the affected employees, the same process described in Sections 2.05B4, 2.05B4a and 2.05B4b will be followed. That is, by seniority, the affected employees may elect to take an offered vacancy, including an additional vacancy, or replace the least senior employee with the same title within the same consolidated headquarters and within the same VP entity who is outside the work group. This process will continue until all offered vacancies, including additional vacancies, are filled.

6. Employees who choose not to accept a commutable assignment will leave the service of the Companies. Employees who choose not to accept a non-commutable assignment will leave the service of the Companies and receive Separation Benefits.

7. Employees who accept a non-commutable assignment under Section 2.05B will be entitled to relocation expense reimbursement. Such employees will also be entitled to submit unlimited requests through the Automated Upgrade and Transfer System for six (6) months from the effective date of their assignment. If an employee had the option of accepting a commutable job (other than replacing the least senior employee with the same title within the same consolidated headquarters and VP entity), but elected a non-commutable job, the employee will not receive relocation expense reimbursement and will not be eligible to submit unlimited requests through the Automated Upgrade and Transfer System for the six (6)-month period.

8. The Companies will inform the affected Union Local(s) of the results of a force rearrangement no later than thirty (30) calendar days after the effective date. The results will include the effective date of the force rearrangement, involved work locations and the name, title and net credited service (NCS) date of each involved employee.

- C. There are no retreat rights for employees reassigned under the provisions of Section 2.05.

- D. As used in this Section 2.05 and Section 2.06, the term "qualified" refers to employees who have met the basic requirements of the job, including all tests, requirements and physical classifications as stated in the Jobs Handbook.

Section 2.06 **FORCE MOVEMENT**

A. Prior to a declaration of surplus, the Companies will implement any or all of the following steps:

1. Maintain overtime at a minimum level within the surplus work group.
2. Terminate Temporary, Term and Occasional employees, if appropriate, where the Companies determine that surplus employees are qualified to perform the work.
3. Stop hiring in the surplus title within the surplus work group.

B. Force Movement Process

1. The Vice Presidential entity (or highest level entity below Officer level) will notify the affected Union Local(s), the Executive Director-Labor Relations and the surplus work group fourteen (14) calendar days prior to the surplus declaration date. Labor Relations will notify the National Union in writing of a declaration of surplus.
 - a. A work group is defined as one containing Regular employees with the same job title in a specific consolidated headquarters (see Section 2.09B) within a Company Vice Presidential entity. In Company organizations without a Vice Presidential level of management, a work group will consist of Regular employees with the same job title in a specific consolidated headquarters within the highest level entity below Officer level.
 - b. Surplus employees are the least senior employees in a surplus work group.
2. Liaison Committees comprised of Company and Union representatives will be established (one for Northern California and Nevada and one for Southern California) to function in an oversight role regarding problems encountered during the placement of surplus employees. The membership of each Liaison Committee will be comprised of one representative from CWA District 9, one representative from the affected CWA Local and one each from Labor Relations, the affected Company department and the Placement organization. These committees are empowered to resolve any issues or problems regarding the placement of employees under the Force Movement process described in Sections 2.06B and 2.06C.
 - a. The Liaison Committees are not empowered to enter into agreements modifying the Contract, with respect to employee's wages, benefits (or other forms of compensation), job titles or representation status.

Section 2.06 FORCE MOVEMENT (Continued)

- b. Agreements made by the Liaison Committees regarding the placement of surplus employees will not prejudice the position of either the Companies or the Union and will not be cited in any other proceeding. Such agreements will not be subject to the grievance and arbitration procedures.
 - c. Unresolved issues or problems regarding the placement of surplus employees will not delay or defer the Force Movement process. In the event the Liaison Committee is unable to resolve a problem within 30 days, the issue(s) may then be addressed under the grievance and arbitration provisions of this Contract. To ensure timely resolution of grievances regarding the placement of surplus employees, such grievances will bypass Step 1 and Step 2 of the grievance process and be forwarded to the National Union Representative and Labor Relations Director with a summary of facts and the positions of each party prepared by the appropriate Liaison Committee.
 - d. The Liaison Committees will discuss temporary and term positions that would be appropriate for consideration for surplus work groups. These committees are empowered to recommend placement options to the appropriate Company organizations in an effort to relieve the surplus.
 3. When a work group is notified of a surplus declaration, the Companies will offer Separation Benefits, as described in Section 2.07, the Special Leave of Absence and the Transition Leave of Absence to employees within the surplus work group, within the first ten (10) calendar days of the notice period. Employees may elect to leave the service of the Companies and receive Separation Benefits or one of the above referenced leaves to the extent necessary to relieve the surplus.
 4. Declaration of surplus shall not be made more frequently than once every three (3) calendar months for each specific work group.
 5. Once surplus has been declared to the Union, all activities under Section 2.05B will cease for the surplus work group(s).
 6. All Regular employees within a surplus work group will be given priority consideration for all available lateral (same wage schedule) and downgrade jobs, except jobs that are represented by other unions, beginning on the surplus declaration date (see Section 2.06B1). However, surplus employees represented by CWA will not be offered jobs in the non-represented unit if a declared surplus condition exists in that non-represented unit and will not be given priority consideration for those jobs if a surplus condition exists in another bargaining unit.

Section 2.06

FORCE MOVEMENT (Continued)

- a. All Regular employees in the surplus work group who wish to volunteer for the available lateral and downgrade jobs may submit unlimited requests for current and future jobs through the Automated Upgrade and Transfer System beginning on the surplus declaration date.
- b. Qualified employees who have submitted transfer requests pursuant to Section 2.06B6 will be matched to jobs by seniority.
- c. Employees will have two (2) work days to accept or decline a job offer. Employees in a surplus work group who choose not to accept an offer for a position for which they had submitted in accordance with Section 2.06B6 will leave the service of the Companies.
- d. Employees who accept jobs outside the CWA bargaining unit will assume the representation status of those jobs.
- e. The Placement Areas for employees covered by this Contract are:
 1. For *California* employees:

Bay	Los Angeles
North Coast	Orange/Riverside
Sacramento/North	San Diego/Imperial
Valley Central Coast	
 2. For Nevada employees:

The State of Nevada
- f. The Rearrangement Areas for employees covered by this Contract are:
 1. Southern California from the Tehachapi mountains to the Mexican Border for employees working in Southern California.
 2. Northern California from the Tehachapi mountains to the Oregon border for employees working in Northern California.
 3. Nevada for employees working in Nevada.

Section 2.06

FORCE MOVEMENT (Continued)

7. If the procedures described in Sections 2.06B3 through 2.06B6 have not resolved a declared surplus at the conclusion of thirty (30) calendar days including the date of the declaration, the remaining least senior Identified surplus employees in the work group will be offered the Voluntary Surplus Reduction Option (VSRO) as described in Section 2.07K. Employees may elect the VSRO or elect to be assigned to available Regular full-time positions (i.e., lateral, downgrade, commutable, non-commutable) within the CWA bargaining unit. Regular employees in the surplus work group may also continue to volunteer for lateral and downgrade positions as described in Section 2.06B6a until the Companies determine that the surplus is resolved in their work group.

a. The Voluntary Surplus Reduction Option (VSRO) includes Separation Benefits as described in Section 2.07, an additional \$3,000 and twelve (12) months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Section 2.04B1c).

b. Least senior Identified surplus employees will have five (5) calendar days within which to make their election between VSRO or assignment.

c. Qualified least senior Identified surplus employees who decline VSRO or who do not make any election within the five (5) calendar days will be assigned to available positions.

d. The order of selection will be:

1. by seniority, qualified volunteers in the surplus work group;
2. qualified least senior Identified surplus employees who remain surplus after the 30 day voluntary phase described in Section 2.06B6.

e. Qualified least senior Identified surplus employees will be assigned in the following order:

- lateral jobs within the Placement Area by seniority;
- downgrade jobs within the Placement Area by seniority;
- lateral jobs within the Rearrangement Area by inverse seniority;
- downgrade jobs within the Rearrangement Area by inverse seniority;
- lateral jobs within California for employees *of the Companies in California* by inverse seniority;
- downgrade jobs within California for employees *of the Companies in California* by inverse seniority.

Section 2.06 FORCE MOVEMENT (Continued)

- f. If the Companies deem appropriate, certain qualifications may be waived under the provisions of this Section 2.06B7.
 - g. Employees who choose not to accept an offer for a job which is a commutable lateral position will leave the service of the Companies. Employees who choose not to accept an offer for a job which is a downgrade and/or non-commutable position will leave the service of the Companies and receive Separation Benefits and twelve (12) months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Section 2.04B1c).
8. Those employees placed through the force movement process will have Return Rights for up to 24 months from the effective date of their assignment.
- a. Those employees with Return Rights will have up to 24 months unlimited access to AUTS for any regular position.
 - b. Those employees with Return Rights will have concurrent consideration with candidates described in Sections 2.04B1c and 2.04B1d and priority selection status if equally qualified with the most qualified candidate of those described in Sections 2.04B1c and 2.04B1d.
 - c. Return Rights will cease when an employee is placed in a position through AUTS prior to the expiration of the 24 month period.
 - d. Notwithstanding any other provisions in the contract, employees with Return Rights who accept positions through AUTS will not be entitled to Relocation Expense reimbursement.

Section 2.06 FORCE MOVEMENT (Continued)

9. Employees who accept downgrade positions under Section 2.06 will be entitled to Reassignment Pay Protection Plan Benefits as described below:

**LESS THAN 15 YEARS OF
NET CREDIT SERVICE**

WEEKS	WAGE REDUCTION
1 through 52	None
53 through 57	1/3
58 through 62	2/3
63 & thereafter	Full

**15 OR MORE YEARS OF
NET CREDIT SERVICE**

WEEKS	WAGE REDUCTION
1 through 160	None
161 through 164	1/3
165 through 168	2/3
169 & thereafter	Full

10. There are no retreat rights for employees placed into available jobs under the provisions of Section 2.06. However, employees who fail formal training after such placement will be returned to their former organizations, will be placed back into the force movement process and will be assigned to a Regular full-time (lateral/downgrade) position as described in Section 2.06B7.

11. The Companies may engage in selective hiring during the Force Movement Process.

- C. If no Regular jobs are available, the remaining surplus employees will be offered the opportunity to either replace certain commutable contract labor if appropriate, or to leave the service of the Companies and receive Separation Benefits. Surplus employees who fail to make a choice relative to available contract jobs will leave the service of the Companies and receive Separation Benefits.

1. Qualified employees who replace contract labor will be entitled to Reassignment Pay Protection Plan Benefits as described in Section 2.06B9. For purposes of determining the appropriate wage reduction, the competitive wage rate (prevailing rate for the contract job minus the value of Company-paid benefits) will be considered the wage rate of the contract job. Assignments involving the replacement of contract labor will be considered temporary until a Regular job is available.

Section 2.06 **FORCE MOVEMENT (Continued)**

- a. Employees in temporary contract jobs will be automatically matched in order of seniority to Regular lateral or downgrade jobs as positions become available. Employees may express their preferences for reassignment by submitting transfer requests through the Automated Upgrade and Transfer System. They may designate any lateral or downgrade job titles as the job titles in which they wish to be placed should vacancies occur.
 - b. Employees in temporary contract jobs who choose not to accept an offer of a Regular job will leave the service of the Companies.
- D. At any time during the force movement process, if the Companies determine that surplus has been resolved in a work group, the Companies may rearrange the force as described in Section 2.05B.
- E. In the event that no commutable contract jobs are offered to surplus employees, the remaining surplus will be maintained until such time as a Regular lateral or downgrade job may be offered, or until the Companies inform the National Union in writing of their intent to lay off Regular employees.
1. Maintained surplus employees who choose not to accept a commutable lateral job offer will leave the service of the Companies. Maintained surplus employees who choose not to accept a downgrade or a non-commutable job offer will leave the service of the Companies and receive Separation Benefits.
 2. Maintained surplus employees may, at the Companies' discretion, be placed into commutable part-time jobs, if such jobs are available. Surplus employees who choose not to accept an offer of a commutable part-time job will leave the service of the Companies and receive Separation Benefits.
- F. Managers may be reassigned to the bargaining unit utilizing either of the following provisions:
1. Management employees may be reassigned to the bargaining unit provided there are no significantly qualified employees (i.e., employees who perform similar work, as determined by the Companies) with greater seniority available to fill the vacancy with a transfer request on file for the position to which the manager would be assigned.
 2. An administrative addition may be created, whereby the management employee may be reassigned to the work group.
 3. If a manager (who has been a manager for six (6) continuous months or more immediately prior to the reassignment) is reassigned to the bargaining unit, surplus shall not be declared in that work group for six (6) months or until the force level is reduced to the level which existed in that work group prior to the reassignment of the manager, whichever occurs first.

Section 2.07 SEPARATION BENEFITS (For Pacific Bell Home Entertainment, see Appendix B, Section B2.01)

A. If during the term of this agreement, the Companies notify the National Union in writing that a surplus condition exists for any reason that will necessitate the reassignment of Regular employees, and the Companies deem it appropriate, the Companies may offer Separation Benefits in such job titles and such work locations as the Companies determine to be appropriate. If the Companies elect to so offer, Regular employees may elect, in order of seniority, to leave the service of the Companies and receive Separation Benefits subject to the following conditions:

1. The Companies will determine the job titles and work locations in which the surplus exists, the number of employees in such titles and work locations who are considered to be surplus and the period during which the employee may, if he or she so elects, leave the service of the Companies. None of the determinations by the Companies nor any part of this Section 2.07 will be subject to arbitration.
2. The number of employees who elect to leave the service of the Companies and receive Separation Benefits shall not exceed the number of employees determined by the Companies to be surplus.
3. An employee's election to leave the service of the Companies and receive Separation Benefits must be in writing and transmitted to the Companies within ten (10) calendar days including the date of the offer. The employee may designate on the election form that the election is to be effective and irrevocable immediately. If the employee does not so designate, such election may not be revoked after the ten (10) calendar day period.

B. If the Companies deem it appropriate, they may elect to offer Separation Benefits to selected titles in a work group (see Section 2.06B1a) as a force management tool. The Companies will notify the National Union in writing when any such offer is made. The Companies also will, in advance of making this offer to employees, discuss the matter with the affected Union Local(s). After this discussion, if the Companies elect to so offer, Regular employees may elect, in order of seniority, to leave the service of the Companies and receive Separation Benefits subject to the following conditions:

1. The Companies will determine the job titles and the work locations for which the offer is to be made, the number of employees who may accept the offer and the period during which the employees may, if they so elect, leave the service of the Companies. None of the determinations of the Companies nor any part of this Section 2.07 will be subject to arbitration.

Section 2.07 SEPARATION BENEFITS (Continued)

2. The number of employees who elect to leave the service of the Companies and receive Separation Benefits shall not exceed the number of employees identified by the Companies on the date of the offer to be appropriate.

3. An employee's election to leave the service of the Companies and receive Separation Benefits must be in writing and transmitted to the Companies within ten (10) calendar days including the date of the offer. The employee may designate on the election form that the election is to be effective and irrevocable immediately. If the employee does not so designate, such election may not be revoked after the ten (10) calendar day period.

C. Employees who elect to leave the service of the Companies and receive Separation Benefits will receive payments based on the employee's net credited service and basic weekly wage rate at the time of leaving the Companies as indicated below:

YEARS OF SERVICE	SEPARATION PAYMENTS
0	1 week of pay
1	2 weeks of pay
2	4 weeks of pay
3	6 weeks of pay
4	8 weeks of pay
5	10 weeks of pay
6	12 weeks of pay
7	14 weeks of pay
8	16 weeks of pay
9	18 weeks of pay
10	20 weeks of pay
11	23 weeks of pay
12	25 weeks of pay
13	27 weeks of pay
14	29 weeks of pay
15	31 weeks of pay
16	35 weeks of pay
17	37 weeks of pay
18	39 weeks of pay
19	41 weeks of pay
20	43 weeks of pay
21	45 weeks of pay
22	47 weeks of pay
23	49 weeks of pay
24	51 weeks of pay
25+	53 weeks of pay

D. Employees may select one of the following payment options for Separation Benefits:

1. A single payment paid by the end of the month following the month in which the employee separates; or

1 **Section 2.07 SEPARATION BENEFITS (Continued)**

- 2
- 3 2. A single payment paid at the end of the first quarter of the year
- 4 following separation; or
- 5
- 6 3. A partial payment, in the amount determined by the employee, paid
- 7 by the end of the month following the month in which the employee
- 8 separates, with payment of the balance deferred until the end of the
- 9 first quarter of the year following separation; or
- 10
- 11 4. Monthly payments beginning the month following the month in which
- 12 the employee leaves the service of the Companies until all payments
- 13 have been made.
- 14
- 15 E. The years of net credited service will be prorated for any period during
- 16 which an employee is employed on a part-time basis in the same manner
- 17 as calculated in the Pacific Telesis Pension Plan.
- 18
- 19 F. As used in this Section, "basic weekly wage rate (or its equivalent)" does
- 20 not include differentials, overtime or any other extra payments.
- 21
- 22 G. At the time of reemployment with *the Companies*, a recipient of the
- 23 Separation Benefits must repay the entire unused portion of the payment
- 24 (the number of weeks of payment minus the number of weeks off the
- 25 payroll). Repayment may be made in whole or by payroll deductions in
- 26 each payroll period. Deductions will be made at the rate of at least ten
- 27 percent (10%) per week of the employee's basic weekly wage rate. The
- 28 entire amount must be repaid within twelve (12) months of reemployment.
- 29
- 30 H. In those cases where payment has been deferred and the employee has
- 31 not received final payment at the time of reemployment, the employee will
- 32 receive a single payment for the actual number of weeks off the payroll.
- 33
- 34 I. In those cases where the recipient has elected, or is receiving, monthly
- 35 payments of Separation Benefits, such payments will be suspended upon
- 36 reemployment with the Companies.
- 37
- 38 J. Employees who elect to leave the service of the Companies and receive
- 39 Separation Benefits will continue to receive six (6) months of continued
- 40 Company paid medical, dental and vision coverage, beginning on the
- 41 date of their separation, with eligibility for COBRA coverage beginning at
- 42 the end of the continued Company paid coverage.
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1 **Section 2.07 SEPARATION BENEFITS (Continued)**

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3 K. Least senior identified surplus employees within a surplus work group that
4 remain surplus after the 30 day voluntary phase of the force movement
5 process described in Section 2.06B6 will be offered and may elect, in order
6 of seniority, to leave the service of the Companies and receive the
7 Voluntary Surplus Reduction Option (VSRO) subject to the following
8 conditions. VSRO includes:

- 9
10 - Separation Benefits as described above in Section 2.07
11 - \$3,000 added to the Separation Benefits payment
12 - 12 months unlimited access to AUTS
13
14 1. The Companies will determine the period during which the employee
15 may, if he or she so elects, leave the service of the Companies. None
16 of the determinations by the Companies nor any part of this Section
17 2.07K will be subject to arbitration.
18
19 2. The number of employees who elect to leave the service of the
20 Companies and receive VSRO shall not exceed the number of
21 employees determined by the Companies to be surplus.
22
23 3. An employee's election to leave the service of the Companies and
24 receive VSRO must be in writing and transmitted to the Companies
25 within five (5) calendar days of the last day in the 30 day voluntary
26 phase of the force movement process. Such election may not be
27 revoked after the five (5) calendar day period.
28
29 4. The \$3,000 will be added to and paid with Separation Benefits in the
30 manner elected as a payment option under Section 2.07D.
31
32 5. At the time of reemployment with *the Companies*, a recipient of VSRO
33 must repay the entire unused portion of the payment (the number of
34 weeks of payment minus the number of weeks off the payroll). The
35 \$3,000 will equate to four (4) weeks of pay and that four (4) weeks will
36 be added to the number of weeks of Separation Benefits for this
37 purpose. Repayment may be made in whole or by payroll deductions
38 as described in Section 2.07G.
39
40 6. In those cases where payment has been deferred and the employee
41 has not received final payment at the time of reemployment, the
42 employee will receive a single payment for the actual number of
43 weeks off the payroll calculated as described in Section 2.07K5
44 above.
45
46 7. In those cases where the recipient has elected, or is receiving,
47 monthly payments of VSRO (i.e., the \$3,000 added to and paid with
48 Separation Benefits), such payments will be suspended upon
49 reemployment with the Companies.
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Section 2.08 **RELOCATION EXPENSE** *(The provisions of this section do not apply to Pacific Bell Home Entertainment)*

A. Employees who, in the judgment of the Companies, are required to relocate their residence as a result of a permanent Company-initiated transfer shall receive reimbursement for reasonable moving expenses as agreed upon from time to time between the Companies and the Union.

1. Employees accepting non-commutable positions under Sections 2.05, 2.06B, 2.06C and 2.06D will be entitled to relocation expense reimbursement.

B. If there is no change of residence, as covered in Section 2.08A, the employee will not receive any reimbursement for moving expenses under this Section 2.08.

C. When an employee requests a change of headquarters, the expenses involved in such change shall be borne by the employee.

D. When an employee is returned to a previously held work assignment because of failure to meet performance requirements in connection with an employee-initiated transfer, any cost incurred by the returned employee will be borne by the employee.

E. For the purposes of this Article, an assignment shall be considered non-commutable if the distance from the employee's permanent residence to the new work location is greater than that from the employee's permanent residence to the former work location and the actual one-way commuting distance exceeds forty-five (45) miles or the actual one-way commuting time is greater than sixty (60) minutes by personal vehicle or greater than ninety (90) minutes by public transportation.

Section 2.09 ASSIGNMENT OF HEADQUARTERS (For Pacific Bell Home Entertainment, see Appendix B, Section B2.08)

- A. For purposes of this Article, the term "headquarters" shall be understood to mean the exchange (or the consolidated exchange area), as described in Section 2.09B, to which the employee is permanently assigned.
- B. Certain exchanges have been consolidated in order to facilitate force movements within general geographical areas. The exchanges and consolidated exchange areas (underlined) listed below are considered headquarters for purposes of this Article.

Southern California

<u>Alhambra</u>	<u>Compton (Continued)</u>	<u>Riverside</u>
Arcadia	Lomita	Colton
El Monte	Long Beach	Corona
Montebello	San Pedro	Fontana
Pasadena	Torrance	Highland
Avalon	<u>El Cajon</u>	Pomona
<u>Baker</u>	Alpine	Rialto
Arrowhead	La Mesa	San Bernardino
Banning	Pine Valley	<i>Saddleback Valley</i>
Barstow	<u>El Centro</u>	<u>San Diego</u>
Blythe	Brawley	Del Mar
Indio	Calexico	La Jolla
Palm Springs	Holtville	Pacific Beach
Temecula	<u>Escondido</u>	Santa Barbara
Twentynine Palms	Borrego	Santa Maria
Yermo	Encinitas	Santa Monica
<u>Burbank</u>	Fallbrook	<u>Van Nuys</u>
Glendale	Jullian	Newhall
La Crescenta	Oceanside	North Hollywood
<u>Canoga Park</u>	Poway	Palmdale
Agoura	Ramona	Palmdale-FAA Center
Fillmore	<i>Rancho Bernardo</i>	Palmdale-Pearblossom
Moorpark	Rancho Santa Fe	Victorville
<i>Northridge</i>	Vista	Whittier
Ojai	Lancaster	
Oxnard	<u>Los Angeles-Zone A</u>	
Reseda	Beverly Hills	
Saticoy	Culver City	
Simi	Los Angeles-Zone B	
Thousand Oaks	<u>Orange</u>	
Ventura	Anaheim	
<u>Chula Vista</u>	Brea	
Coronado	Buena Park	
National City	Capistrano Valley	
San Ysidro	Fullerton	
<u>Compton</u>	Garden Grove	
Downey	<i>Irvine</i>	
El Segundo	Newport Beach	
Hawthorne	Placentia	
Inglewood	San Clemente	
	Santa Ana	

Section 2.09 ASSIGNMENT OF HEADQUARTERS (Continued)

Northern California

Auburn

Beale Air Force Base
Camino-Pollock Pines
Grass Valley
Marysville
Placerville
Tahoe-North
Tahoe-South
Truckee

Bakersfield

Arvin
Delano
Edwards
Mojave
Mojave Switching
Center
Taft
Tehachapi
Wasco

Chico

Downsville
Gridley
Orland
Oroville
Paradise
Portola
Quincy
Willows

Concord

Antioch
Crockett
Danville
East Contra Costa
Lafayette
Livermore
Martinez
Moraga
Orinda
Pittsburg
Pleasanton
Richmond-El Sobrante
Rodeo
Walnut Creek

Dublin

East Bay

Hayward

Eureka

Arcata
Fortuna

Fresno

Clovis
Coalinga
Dinuba
Firebaugh
Hanford
Lemoore
Madera
Porterville

Selma

Tulare
Visalia

Modesto

Atwater
Chowchilla
Los Banos
Merced
Newman
Oakdale

Turlock

Yosemite

Monterey

Aptos
Carmel
Castroville
Felton
Hollister
King City
Salinas
Santa Cruz
Watsonville

Napa

Calistoga
Fairfield-Suisun
St. Helena
Sonoma
Vacaville
Vallejo

Redding

Anderson
Central Valley
Corning
Cottonwood
Dunsmuir
Mt. Shasta
Red Bluff
Susanville
Weed
Yreka

Sacramento

Davis
Dixon
Dunnigan
Fair Oaks
Folsom
Nimbus
Rio Linda
Woodland

San Jose

Campbell
Fremont-Newark
San Martin

San Luis Obispo

Arroyo Grande
Atascadero
Morro Bay
Paso Robles

San Mateo

Half Moon Bay
Los Altos
Millbrae
Mountain View
Pacifica
Palo Alto
Redwood City
San Carlos-Belmont
South San Francisco
Sunnyvale

San Francisco

San Rafael

Belvedere
Cloverdale
Corte Madera
Forestville
Guerneville
Healdsburg
Ignacio
Mill Valley
Petaluma
Point Reyes
Santa Rosa
Sausalito
Sebastopol
Stinson Beach-Bolinas

1 **Section 2.09 ASSIGNMENT OF HEADQUARTERS (Continued)**

2
3 Northern California (Continued)

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<u>Stockton</u>	<u>Ukiah</u>
Angels Camp	<i>Elk</i>
Galt	Fort Bragg
Jackson	Lakeport
Lockeford	Lower Lake
Lodi	Middletown
Sonora	Point Arena
Tracy	Willits

13
14 Nevada

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Austin	Empire/Gerlach	Pahrump
Battle Mountain	Fernley	Reno
Beatty	Hawthorne	Schurz
Carson City	Indian Springs	Tonopah
Crystal Bay	Las Vegas	Virginia City
Elko	Lovelock	Winnemucca
Ely	Orovalda	

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24
25 C. For the purposes of this Article, there will be two zone areas within the Los
26 Angeles headquarters. These Zones shall consist of the territory within the
27 base rate boundary included within the following office boundaries:

28

<u>ZONE A</u>	<u>ZONE B</u>
Angelus-3434 E. 4th	Adams-501 E. Vernon
Capitol-2445 Daly	Axminster-3233 W. Vernon
Clinton-1207 N. Ave. 56	Lorain-9420 Long Beach
Dunkirk-720 S. Rampart	Bldg., South Gate
Hollywood-1429 N. Gower	Ludlow-6822 Santa Fe,
Huntley-111 N. Union	Huntington Park
Madison-433 S. Olive	Pleasant-6900 S. Vermont
Melrose-8075 Melrose	Plymouth-10600 S. Vermont
Normandy-1255 N. Vermont	Republic- 1935 W. Adams
Sunset-7323 Sunset	Richmond-1900 S. Grand
Webster-666 S. La Brea	Spruce-6931 Atlantic, Bell

41
42 As used in this Article, the term "headquarters" shall be understood to mean
43 the zones described above when referring to the Los Angeles
44 headquarters.

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ARTICLE 3

COMPANY-UNION RELATIONS

Section 3.01 The Companies and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Companies and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Contract. Each party shall bring to the attention of all employees in the units covered by this Contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

Section 3.02 MEETINGS BETWEEN UNION AND MANAGEMENT REPRESENTATIVES

A. An Officer of the Communications Workers of America National Union shall furnish currently to the Companies written lists of its duly authorized bargaining representatives and other persons authorized to represent the Union. The Companies shall likewise notify the Union of its authorized bargaining representatives. The Secretary or Secretary-Treasurer of each Local shall furnish currently to the Companies written lists of its representatives authorized to present and process grievances, subject to the approval of the Union.

B. Except as provided in *Section 3.04A*, Paragraph B4 of this Section and in Section 3.02C, authorized representatives of the Union who are employees covered by this Contract, and aggrieved employees who also are covered by this Contract, shall suffer no loss of pay at straight-time when attending meetings with the Companies' representatives when such meetings pertain to matters relating to employees represented by the Communications Workers of America, subject to the following conditions:

1. Pay shall be allowed only if (1) the employee has been excused from duty in advance by the employee's supervisor to attend the meeting, (2) such meeting is held during said employee's scheduled straight-time working hours, (3) said employee would have worked had the employee not attended such meeting and (4) such meeting pertains to matters relating to employees of the Companies represented by the Communications Workers of America.
2. The time paid for shall be limited to actual meeting time, plus necessary time, if any, spent during scheduled straight-time working hours in traveling between the employee's point of work and the Union-Management meeting where both locations are within the same city. When both locations are not within the same city, paid travel time shall not exceed two (2) hours in each direction. For the purposes of this Paragraph the cities of Los Angeles and San Diego shall be deemed to include their respective extended areas.

Section 3.02 MEETINGS BETWEEN UNION AND MANAGEMENT REPRESENTATIVES
(Continued)

3. *Paid time* spent attending Union-Management meetings *for purposes other than negotiating a written triennial contract*, and *paid time* spent by authorized Local representatives in attending grievance meetings, shall be considered as time worked.

Such time spent in attending Union-Management meetings, as referred to in this Paragraph, shall be considered as excused time off for Union activities for the purposes of Article 3, Section 3.03.

4. The Companies reserve the right to limit the number of employees who shall be paid while attending Union-Management meetings. The number of employees so paid at grievance meetings is specified in Article 7, Problem Resolution Procedures.

- C. When a Union-Management meeting ends a reasonable time prior to the completion of scheduled working hours, an employee who would be working if not attending such meeting, shall return to work.

- D. For meetings other than those specified in Section **3.04A** or in Article 7, up to two (2) authorized representatives from each Union Local who are employees covered by this Contract, and who are required, in the judgment of the Companies, to stay overnight may, with prior management approval, receive reimbursement for reasonable travel and lodging expenses actually incurred in association with attending meetings with the Companies' representatives when such meetings pertain to matters relating to employees represented by the Communications Workers of America, subject to the following conditions:

1. Reimbursement shall be allowed only if (1) the employee has been excused from duty in advance by the employee's supervisor to attend the meeting, (2) such meeting is held during said employee's scheduled straight-time working hours, (3) said employee would have worked had the employee not attended such meeting and (4) no expense payment other than that provided for in 3.02F is granted to the employee.
2. If a meeting with the Companies' representatives is held on the employee's non-scheduled day during a normal workweek, the expense reimbursement specified in Section 3.02D will be granted even though conditions 2 and 3 in Section 3.02D1 are not met.
3. Union Local Presidents, who are employees covered by this Contract, and who are on unpaid Union activity time, are eligible to receive the payment specified in this Section 3.02D even though conditions 2 and 3 in Section 3.02D1 are not met.
4. Mileage will be reimbursed in accordance with Article 5, Section 5.05C4.

1 **Section 3.02 MEETINGS BETWEEN UNION AND MANAGEMENT REPRESENTATIVES**

2 (Continued)

3
4 E. For meetings other than those specified in Section 3.04A or in Article 7, up
5 to two (2) authorized representatives from each Union Local who are
6 employees covered by this Contract, and who, in the judgment of the
7 Companies, are not required to stay overnight may, with prior
8 management approval, receive actual expense reimbursement for travel
9 when such travel expense is incurred in association with attending
10 meetings with the Companies' representatives when such meetings pertain
11 to matters relating to employees represented by the Communications
12 Workers of America, subject to the following conditions:

13
14 1. Reimbursement shall be allowed only if (1) the employee has been
15 excused from duty in advance by the employee's supervisor to attend
16 the meeting, (2) such meeting is held during said employee's
17 scheduled straight-time working hours, (3) said employee would have
18 worked had the employee not attended such meeting and (4) no
19 other expense payment is granted to the employee.

20
21 2. If a meeting with the Companies' representatives is held on the
22 employee's non-scheduled day during a normal workweek, the
23 expense reimbursement specified in Section 3.02E will be granted
24 even though conditions 2 and 3 in Section 3.02E1 are not met.

25
26 3. Union Local Presidents, who are employees covered by this Contract,
27 and who are on unpaid Union activity time, are eligible to receive the
28 payment specified in this Section 3.02E even though conditions 2 and
29 3 in Section 3.02E1 are not met.

30
31 4. Mileage will be reimbursed in accordance with Article 5, Section
32 5.05C4.

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34 F. Union representatives who are eligible to receive reimbursement as
35 specified in Section 3.02D may receive reimbursement for actual expense
36 incurred for meals up to a maximum of thirty-three dollars (\$33.00) per day
37 when meals are not provided by the Companies.

38
39 **Section 3.03 TIME OFF FOR UNION ACTIVITIES**

40
41 A. GENERAL

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43 1. To the extent that the Companies determine that the requirements of
44 the service permit, an employee who is an authorized representative
45 of the Union and who is covered by this Contract will be given an
46 excused absence without pay, or a leave of absence without pay,
47 subject to the conditions stated hereafter. Such time off will generally
48 not be granted in cases where an overtime or premium rate would
49 have to be paid to the employee or employees replacing the Union
50 representatives. As used in this Article the terms "excused absence"
51 and "leave of absence" are defined as follows:
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Section 3.03 TIME OFF FOR UNION ACTIVITIES (Continued)

EXCUSED ABSENCE - An unpaid absence not exceeding thirty (30) consecutive calendar days.

LEAVE OF ABSENCE - An unpaid absence of over thirty (30) consecutive calendar days covered by a written leave of absence.

2. The period of excused absence shall be used solely for the purpose of enabling authorized representatives of the Union to carry on activities of the Union directly concerning its relations with the Companies in connection with employees of the Companies covered by this Contract, except that the period of absence may be used to attend, for short periods of time, national or regional conventions or meetings of the Union.
3. The period of leave of absence shall be used for the purpose of enabling authorized representatives of the Union to carry on activities of the Union concerning its relations with the Companies in connection with employees of the Companies represented by the Union, within the States or portions of States served by the Companies, except that,
 - a. the period of absence may be used to attend national or regional conventions or meetings of the Union, and
 - b. the period of absence may be used by not more than seventy-five (75) employees at any one time in serving as officers or representatives of the Union outside the territory described in 3 above, and
 - c. the period of absence may be used by not more than forty (40) employees at any one time to carry on activities of the Union concerning employees of other telephone companies represented by the Union or not represented by any Union, within the States or portions of States served by the Companies.
4. A maximum of thirty (30) authorized representatives of the Union at any one time may use periods of excused time off or leave of absence for such other activities as may be agreed to by the Companies.
5. Requests for leaves of absence for Union activities shall be made in writing by the appropriate Officer of the National Union directing District 9 of the Union or the Union's authorized representative, specifying the reasons for such leaves.
6. It is agreed that the Companies have the right to terminate a leave of absence at any time if it is used for purposes other than those specified in the written application.

Section 3.03 TIME OFF FOR UNION ACTIVITIES (Continued)

7. Requests for excused absence shall be made by the Union representatives authorized for such purpose in writing to the appropriate Labor Relations Director, by the appropriate Officer of the National Union directing District 9 of the Union. Such requests may also be made by any of the three (3) principal Officers of a Local. The Secretary or Secretary-Treasurer of each Local shall furnish a list of such Local Officers to the appropriate Labor Relations Director and shall furnish amendments to such lists as changes are made.
8. The Union shall make all requests for excused absences or leaves of absence as far in advance as possible, ordinarily not less than forty-eight (48) hours in advance of the time the employee is to be off on excused absence and ordinarily not less than two (2) weeks in advance of the start of a leave of absence or renewal of same; the Companies shall act promptly on each request.
9. No payment shall be made to an authorized Union representative for time spent in meetings with the Companies' representatives while the Union representative is on an excused absence or leave of absence.
10. No employee shall take time off for Union activities unless excused in advance by supervision.

B. EXCUSED ABSENCES

1. The total of all excused absences granted to an authorized Union representative in each calendar year shall not exceed ninety (90) scheduled working days, or the equivalent thereof, in full days and/or fractional days. However, not more than one hundred *fifty (150)* authorized representatives of the Union may be granted excused absences not to exceed one hundred fifty (150) scheduled working days, or the equivalent thereof, in full days and/or fractional days.
2. A single period of excused absence shall not exceed thirty (30) consecutive calendar days.
3. Meeting with the Companies' representatives during a period of excused absence shall not be considered as breaking a continuous period of absence.
4. *Excused absences under this Section will be considered as time-worked for purposes of FMLA eligibility.*

NOTE: *The provisions of this Section 3.03B will not apply to an employee who accepts a Staff position with the Communications Workers of America (CWA).*

C. LEAVES OF ABSENCE

1. A leave of absence will be required:
 - a. If a continuous period of absence for Union activity exceeds thirty (30) consecutive calendar days.

Section 3.03 TIME OFF FOR UNION ACTIVITIES (Continued)

b. If an employee who is an authorized representative of the Union is to have time off for Union activities in excess of ninety (90) or one hundred fifty (150) scheduled working days computed as specified in Section 3.03B.

c. *As of April 1, 2001, if an employee, who is an authorized representative of the Union, accepts a Staff position with the Communications Workers of America.*

2. If a leave of absence is granted because an employee's excused absences have exceeded ninety (90) or one hundred fifty (150) days computed as specified in Section 3.03B, the leave of absence shall be for a period beginning with the first scheduled working day after the last day worked and shall be for a period of not less than thirty-one (31) days.

3. *If the leave of absence is granted because an employee accepts a Staff position with the CWA, other than for a short-term temporary backfill, the leave of absence will be for a period beginning with the first scheduled working day after the effective date of the CWA employment and will not be for a period of less than thirty-one (31) calendar days. The employee must remain on the leave of absence until one of the following occurs:*

a. *The employee's Staff position with the CWA is concluded and the employee notifies the Companies, in accordance with Section 3.03D, of his/her intent to return to work within the time allowed under Section 3.03C7 of this agreement.*

b. *The employee would exceed the Union Leave of Absence time allowed under Section 3.03C7 of this agreement, at which time the employee would notify the Companies, in accordance with 3.03D, of his/her intent to return to work or terminate his/her employment with the Companies.*

4. The general rules of the Companies governing leaves of absence for personal reasons shall apply except as changed herein.

5. At no time shall more than one hundred (100) employees be on leave of absence under this Article.

6. A leave of absence for Union activities or an extension of such a leave shall be for a period of not more than one (1) year each.

7. The total cumulative period of leave-of-absence for Union business shall not exceed *twenty-one (21)* years, all of which shall be counted as service credit in terms of employment. The payment of premiums for continuation of standard fringe benefits during a leave of absence for Union business shall be as follows:

Medical/Dental/Vision.....*Companies pay*

Group Insurance.....*Companies pay*

Pension Band.....Will be determined by the employee's last title and wage area prior to the start of the most recent leave of absence for Union business updated to current comparable title and wage area.

8. In computing an employee's net credited service for all purposes except wage progression, full credit shall be allowed for periods of leaves of absence for Union activities not exceeding *twenty-one (21)* years in the aggregate during the employee's total service life. No credit for any purpose shall be allowed for such leaves in excess of *twenty-one (21)* years, nor shall credit be allowed for wage progression purposes for any period covered by leaves of absence granted pursuant to Section 3.03.

9. When the period of a leave of absence for Union activities is to be included in computing an employee's net credited service, the employee shall retain eligibility, if any, according to term of service, to:

- a. Death Benefits, and
- b. Short-Term Disability Benefits.

In determining such employee's eligibility to sickness disability benefits, the first day following termination of the leave of absence shall be considered as the first day of absence because of sickness.

10. A leave of absence granted under this Article shall automatically terminate if at any time the employee on leave engages in any gainful occupation other than as a representative of the Union or if the employee ceases to function as an authorized representative of the Union.

D. REINSTATEMENT OF EMPLOYEE UPON RETURN FROM ABSENCE

1. Authorized Union representatives upon return from excused absences or leaves of absence shall be reinstated at work generally similar to that which they were engaged last prior to their absence, subject, however, to the provisions of Section 2.04B1a.
2. Employees shall be placed on the payroll at the rate then in effect for their assignment and for the period of service which was credited to them for wage purposes at the start of their absence.
3. After receipt of notice from an employee to the Companies stating the desire to terminate an excused absence or leave of absence prior to the specified termination date, the leave will be terminated upon the employee's return to work as instructed by the Companies. However, a leave shall be terminated at the request of the employee prior to its stated expiration date as provided in this Paragraph only in case the employee is able on the day of return to perform, on a full-time basis, the duties required of such an employee.

**Section 3.04 TRIENNIAL COLLECTIVE BARGAINING MEETINGS BETWEEN
UNION AND MANAGEMENT REPRESENTATIVES**

- A. *The Companies will compensate up to four (4) authorized representatives of the Union, who are active employees covered by this Contract, for attending meetings with Management for the purpose of negotiating a written triennial Contract. This compensation will be at the employee's basic straight time wage rate for scheduled workdays only and will not include any differential payments. The total days paid by the Companies for each employee will not exceed forty-five (45). The expenses of all Union representatives will be borne by the Union. Time spent in attending meetings with Management under this Section will not be considered time worked, except for the purpose of FMLA eligibility.***

Section 3.05 UNION ACTIVITIES ON THE COMPANIES' PREMISES

- A. Authorized representatives of the Union may be granted access to the Companies' premises where employees covered by this Contract are located upon application to the appropriate Company supervisor at the location in question, subject to the Companies' practices and the requirements of Government regulations.**
- B. The Union or its members shall not carry on any type of Union activities on the Companies' premises, except as provided in Section 3.05C, unless advance approval has been given by appropriate Company supervision for such activities. The Companies reserve the right to curtail or prohibit any Union activity on any premises of the Companies when, in their judgment, such activity is not in accordance with the approval granted by appropriate Company supervision as provided in this Section 3.05B.**
- C. Union activities involving the solicitation of members on the Companies' premises shall be carried on only in accordance with the following:**
- 1. Union representatives may solicit members among employees of the Companies in the Areas now represented by this Union.**
 - 2. Such solicitation shall only be made during periods when neither the Union members nor the employees being solicited are on Company time, excluding paid rest and meal periods.**
 - 3. Such solicitation shall not be carried on in space where the Companies' operations or administrative work is being performed.**
 - 4. Such solicitation shall be limited to small groups of employees (not to exceed four (4)).**
 - 5. Such solicitation shall not interfere with the operations of the Companies or the use of the space for the purposes for which the space is intended.**
- D. Authorized representatives of the Union may attend Union-Management meetings for the purposes of collective bargaining and discussing grievances presented to the Union by employees covered by this Contract when such meetings have been suitably arranged for in advance.**

Section 3.06 BULLETIN BOARDS

- A. Upon written request from the Union, the Companies agree to install or to move bulletin boards for the exclusive use of the Union. Bulletin boards and their designations shall be provided by the Union and shall be in accordance with the Companies' specifications. The size of the bulletin boards shall be approximately 18" x 36", 24" x 36", or 12" x 24" in dimensions. The number and location of bulletin boards shall be determined jointly by the Companies and the Union with due regard to visibility and accessibility to employees for whom the Union is the recognized representative. Each bulletin board shall be designated specifically as follows:

UNION BULLETIN BOARD

Local (Number), Communications Workers of America

Letters in such designation shall not be over 1-1/2" high. The overall size of the designation shall not extend beyond the bulletin board itself, or be more than 24" long by 2" high, and shall be in a horizontal position within 3" of the top of the bulletin board.

- B. Unless otherwise agreed upon in advance by the Companies, the Union agrees not to post or distribute Union material any place on the Companies' premises other than on Union bulletin boards. Unless otherwise agreed upon in advance by the Companies, the Union also agrees that Union bulletin boards shall be used solely for notices and announcements concerning Union meetings, elections, appointments to office, social, educational, or recreational affairs and agreements concluded between the Union and the Companies. Posted notices and announcements shall be appropriately identified as Union material intended for posting and shall ordinarily bear the signature of an authorized representative of the Union. Should the Union desire to post subject matter other than the material specified above, it shall obtain advance approval from the Companies before such subject matter is posted.
- C. Material posted shall not contain anything controversial or anything derogatory to the Companies or any of their employees. The Union assumes responsibility for complete compliance with the provisions herein contained. Should the Union post material which, in the judgment of the Companies, is at variance with the spirit and intent of this Section, such material shall be immediately removed by the Union upon notification by the Companies.
- D. If the Union violates any provision of Section 3.06B or Section 3.06C, the Companies, after giving due notice of such violation, may deny the right of the Union to use any or all bulletin boards on the Companies' premises, and may remove any or all such bulletin boards.

Section 3.07 UNION SECURITY

- A. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Contract, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Contract shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For purpose of this Section, "employee" shall mean any person entering into the bargaining unit, except an Occasional employee.
- B. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- C. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Companies and leaves of absence of more than one month duration.
- D. The Companies may inform employees and applicants for employment of their rights and obligations under the provisions of this Section.
- E. This Section shall apply only in the State of California on the effective date of this Contract. If during the term of this Contract the Union shall become duly authorized under the laws of the State of Nevada to enter into this type of union security agreement, the effective date of this Section as to employees in Nevada shall be the date upon which the Companies receive proper written evidence from the Union that it is fully qualified to enter into such an agreement in Nevada. ***Upon proper written notification that the Union is qualified to enter into a union security agreement, this entire Section will become applicable to employees in Nevada.***

Section 3.08 PAYROLL DEDUCTION OF UNION DUES

- A. The Companies agree that, upon receipt of an individual written request on a form approved by the Companies and signed by an employee covered by this Contract, they will deduct monthly from such employee's wages the amount of Union dues specified in such request and forward the full amount thus deducted to the Secretary-Treasurer of the Union or the Union's authorized agent as directed.
1. For all employees of *the Companies in California*, the request may be revoked at any time upon the employee's written request to the Company and such request should be directed to the Labor Relations Director, San Ramon, as appropriate. For employees of *the Companies in Nevada* who currently have executed dues deduction cards on file, the dues deduction request may be revoked at any time upon the employee's written request to the Company and such request should be directed to the Labor Relations Director, San Ramon. For employees of *the Companies in Nevada* who execute dues deduction cards as described in Section 3.08E after the effective date of this bargaining agreement, cancellation of payroll deduction authorizations will be made as specified in Section 3.08E.
 2. In general, dues deductions will be made in a designated pay-period in the current month for properly executed dues deduction authorizations received in the appropriate Accounting Center on or before the fifth day of the preceding month. However, the Companies assume no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as they deem appropriate in correcting any such errors or omissions.
- B. Authorizations for dues deductions shall be "open-ended" to provide for the deduction of dues in an amount which is certified to the Companies in writing by the Secretary-Treasurer of the Union as being the regular monthly membership dues of the particular Local involved. The form of such individual authorization card shall be as approved by the Companies.
- C. The written certification changing the amount of dues to be deducted must be delivered to the Executive Director - Labor Relations on or before the fifth work day of the month preceding the month in which the first deduction at the new rate is to be made effective, together with a list of the work locations and Union Local affected by the change.
- D. The Companies agree to furnish the Union at the time of remitting the dues deducted, a list, on magnetic tape, of the names of those employees represented by the Union and the amount of dues deducted. The content and form of other employee information to be furnished to the Union on magnetic tape shall be such as agreed upon by the parties from time to time.

1 **Section 3.08 PAYROLL DEDUCTION OF UNION DUES (Continued)**

2
3 E. The following Section applies only to employees *in Nevada*. Authorizations
4 for dues deductions executed pursuant to Article 3.08A after *August 6,*
5 *1989* shall specify that *dues deductions* may be revoked only within the
6 fourteen (14) day period immediately prior to *each anniversary of the*
7 *current Collective Bargaining Agreement or during the fourteen (14)*
8 *calendar days prior to the termination date of the Collective Bargaining*
9 *Agreement.*

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11 Cancellations by employees of such written payroll deduction
12 authorizations must be in writing and such cancellation requests must be
13 sent individually by certified mail to the Labor Relations Director, San
14 Ramon, postmarked or received during the fourteen (14) day period
15 described in 3.08E. After receipt of such cancellation the Company will
16 discontinue the payroll deduction in the month following that in which the
17 cancellation is received and will notify the Union of the action taken.

18
19 F. Cancellation of dues deduction authorizations will be made by the
20 Companies on the permanent transfer or promotion of an employee to an
21 ineligible position effective the first payroll period following the transfer or
22 promotion and the Companies will notify the Union of such cancellation.

23
24 ~~G. It is agreed that the payroll deduction of Union dues shall be in lieu of~~
25 ~~Union collection of dues, assessments and contributions on the Companies'~~
26 ~~premises where work operations are being performed and while Union~~
27 ~~representatives and/or the employees involved are on Company time.~~

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29 H. The Union shall indemnify and hold the Companies harmless against any
30 and all claims, demands, suits, or other forms of liability that may arise out
31 of or by reason of action taken or not taken by the Companies for the
32 purpose of complying with the provisions of this Article, or in reliance on
33 any dues deduction card furnished under the provisions of this Article or on
34 any certification by the Union.

Section 3.09 NON-DISCRIMINATION

- A. In a desire to restate their respective policies, neither the Companies nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, marital status, sexual orientation, or national origin or because the person is disabled, a special disabled veteran, a disabled veteran or a veteran of the Vietnam era.
- B. The Companies and the Union recognize that potential conflicts may arise between obligations under the Americans With Disabilities Act (ADA) and the terms of the Contract. In order to minimize disputes between the Companies and the Union due to any such potential conflicts and to ensure timely resolution, the parties agree that all issues regarding actions which the Companies believe to be consistent with the ADA and the Union believes to be in conflict with the Contract will be referred to and addressed by a National Union Representative, a representative from the affected Union Local, the Labor Relations Director (or authorized representative) and a representative from the affected Company department ("ADA Liaison Committee").
1. The ADA Liaison Committee is empowered to resolve any issues or problems regarding a potential conflict between obligations under the ADA and the terms of this Contract.
 2. Agreements made by the ADA Liaison Committee will not prejudice the position of either party and will not be cited in any other proceeding. Such agreements will not be subject to the grievance and arbitration process.
 3. Unresolved issues or problems regarding potential conflicts will not delay or defer the Companies' actions. If the ADA Liaison Committee is unable to resolve a dispute, the issue(s) regarding appropriate actions under the ADA and the Contract may then be addressed under the arbitration provisions of the Contract. To ensure timely resolution of such disputes, the grievance procedure shall be bypassed and the matter may be submitted directly to arbitration.
- C. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against employees in their right to join or assist, or refrain from joining or assisting, any labor organization.
- D. The Companies shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

Section 3.10 FEDERAL OR STATE LAWS

In the event any Federal or State law or regulation or governmental order, or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this Contract, the provision or provisions so affected shall be made to comply with the requirements of such law, regulation, governmental order, or decision for the localities within the jurisdiction and otherwise the Contract shall continue in full force and effect.

NOTES

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ARTICLE 4

JOB TITLES AND CLASSIFICATIONS

Section 4.01 NEW JOB TITLES AND JOB CLASSIFICATIONS

- A. Whenever the Companies determine it appropriate to create a new job (i.e., a new title or use of a current job title for a new position being established in a fifth level organization or next lower level organization if no fifth level organization exists), in the bargaining unit, during the life of the contract, they shall proceed as follows:
1. The Companies will notify the Union before an Occupational Job Evaluation (OJE) is conducted, including the reason for the OJE, the rationale behind the request, the number of Incumbents (proposed) and work location(s) (proposed). Following such notice to the Union, the Companies may proceed to complete the OJE and establish a provisional job title and wage schedule.
 2. The Companies will notify the Union of the provisional job title and wage schedule that is established. Following such notice to the Union, the Companies may proceed to staff such job title at the determined wage schedule. The Companies will conduct a follow-up review to assess whether the provisional rating remains appropriate. The follow-up review will occur no less than six (6) months after staffing. After the Companies' follow-up review is completed, the Union will be notified. Notification will include the specific justifications for the recommended title(s) and/or wage schedule(s).
- B. Whenever the Companies, during the life of the Contract, determine it appropriate to reclassify a job title or wage schedule because the job content of an existing job has changed due to new technology or functionalization they shall proceed as follows:
1. The Companies will notify the Union before an Occupational Job Evaluation (OJE) is conducted, including the reason for the OJE, the rationale behind the request, the number of Incumbents (existing) and work location(s) (existing). Following such notice to the Union, the Companies may proceed to complete the OJE and reclassify the job title or wage schedule.

Section 4.01 NEW JOB TITLES AND JOB CLASSIFICATIONS (Continued)

- 2.
- The Companies will notify the Union of any reclassification of the title or the wage schedule including the specific justifications used to make the determination leading to such reclassification(s). Following such notice to the Union, the Companies may proceed to staff such job title or classification. Wage Administrative practices in Appendix C, Section(s) C8.02 and C8.04, respectively, will be applied for upgraded or lateral reclassifications. The Job Evaluation Transition Pay Plan (JETPP) Memorandum of Agreement will be applied for reclassifications resulting in a downgrade. Any title or wage schedule change will be effective with the next payroll period following notification to the Department.

NOTE: No other reclassification of existing jobs will occur during the life of this Contract; rather any such reclassifications will normally be negotiated during triennial bargaining.

- C. The Companies agree to meet with the Union upon the Union's request to discuss any aspect of the job evaluation process which led to the Companies' decision regarding the recommended title and/or wage schedule, including the rationale used by the Companies to arrive at the Companies' recommended title and/or wage schedule.
- D. Within thirty (30) calendar days from the Union's receipt of the Section 4.01B2 reclassification notice or no later than thirty (30) calendar days from the Union's receipt of the Section 4.01A2 follow-up notice, the Union shall have the right to initiate negotiations concerning the wage rates or schedules established or changed by the Companies.
- E. If negotiations are not so initiated within the thirty (30) calendar day periods described in Section 4.01D or if agreement is reached between the parties concerning the wage rates and schedules within sixty (60) calendar days following receipt of the Section 4.01A2 follow-up notice or the Section 4.01B2 reclassification notice, the wage rates and schedules set by the Companies or agreed to by the Parties, shall remain in effect.
- F. If negotiations are so initiated pursuant to Section 4.01D and if the parties are unable to reach agreement on the schedule of wage rates within sixty (60) calendar days following the Union's receipt of the Section 4.01A2 follow-up notice or the Section 4.01B2 reclassification notice, the Union must notify the Companies in writing of its intention to submit the issue of an appropriate schedule of wage rates to a Neutral Third Party for resolution, to be selected as set forth in Section 4.01G.

NOTE: The Union's written notice shall specify the wage schedule the Union believes should be assigned to the job in question and the reasons why.

If such notification is not received by the Companies within sixty (60) days of the Union's receipt of the Section 4.01A2 follow-up notice or the Section 4.01B2 reclassification notice, the matter shall be considered settled in the Companies' favor and shall not be subject to further handling under this procedure, nor may the issue be submitted to the problem resolution, grievance and arbitration procedures.

Section 4.01 NEW JOB TITLES AND JOB CLASSIFICATIONS (Continued)

- G. The Neutral Third Party previously referred to shall be selected by mutual agreement of the parties from a panel of six (6) arbitrators selected for their expertise in the field of job evaluation.

The members of the panel may be changed by mutual agreement of the parties. Though the panel members will normally receive first consideration, the parties reserve the right to jointly select a Neutral Third Party outside of the panel to serve on an ad hoc basis.

1. The Neutral Third Party will render a written decision within fifteen (15) working days after the hearing.
2. The Neutral Third Party is empowered to decide only whether the wage schedule assigned by the Companies or the wage schedule requested by the Union is the appropriate wage schedule.
3. The Neutral Third Party is not empowered to assign a wage schedule and title classification that is not currently contained in the collective bargaining agreement or to render a decision on any other issues.
4. The Neutral Third Party shall have no authority to add to, subtract from, or modify any provisions of the collective bargaining agreement.

- H. The procedures set forth in Section 4.01 shall be the exclusive means by which the Union may dispute the schedule of wage rates which the Companies set for any new, restructured or redefined job title or classification established by Section(s) 4.01A and B. Disputes regarding job classifications which are not governed by this Section 4.01 may be pursued under the Problem Resolution Procedures set forth in Article 7.

Section 4.02 ASSIGNING TITLES

- A. The assignment of particular titles to employees with titles listed in Appendix A, Sections A1.01, A2.01, A3.01 and A4.01 and Appendix B, does not mean that they shall perform only the kind of work coming under their title classification, nor that certain kinds of work shall be performed exclusively by certain classifications of employees.
- B. Except as provided for in Appendix A, Sections A3.05B and C an employee assigned to work falling in a higher wage group (other than work incidental to the lower classification) shall, during the period the employee is assigned to work falling in a higher wage group, be assigned a title in the wage group in which the employee works a greater part of the normal workweek for a period of one week or more.
- C. Employees who are regularly assigned to work coming under more than one (1) title classification listed in Appendix A, Sections A1.01 and A2.01, or Appendix B, which carry identical wages and working conditions, shall be classified under the title which covers the work on which they are engaged for the greater part of the time.

Section 4.03 PART-TIME, TERM, TEMPORARY AND OCCASIONAL EMPLOYEES

A. PART-TIME EMPLOYEES

A part-time employee is one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group working the same normal daily tour. Treatment of a part-time employee under the Companies' benefit plans and payment programs is dependent on the employee's "average workweek" and whether the employee is "grandfathered."

1. "GRANDFATHERED" PART-TIME EMPLOYEES

a. Certain part-time employees shall be "grandfathered" as follows:

1. Regular part-time employees who were on the active payroll of the Companies as of December 31, 1980 and who were classified as part-time on August 9, 1992 shall be "grandfathered" so long as they continue to be classified as part-time; and

2. Regular employees who were on the active payroll of the Companies as of December 31, 1980, who were classified as full-time on August 9, 1992, and who become classified as part-time as a result of surplus in which there are no Regular commutable full-time jobs available for which they are qualified, shall be "grandfathered" so long as they continue to be classified as part-time, unless and until such time as they have been offered, and have rejected, the opportunity to be placed in a commutable Regular full-time job.

- b. "Grandfathered" employees shall, during the applicable term of part-time employment, receive payments under benefit plans and payment programs on the same basis as was applicable to part-time employees on December 31, 1980.

2. ALL OTHER PART-TIME EMPLOYEES

All part-time employees who are not "grandfathered" shall receive payments under the Companies' benefit plans and payment programs as described in this section.

- a. Part-time employees who are not "grandfathered" include, but are not limited to:

1. Employees who were on the active payroll of the Companies as of December 31, 1980 and who were not classified as part-time on August 9, 1992; and

Section 4.03

PART-TIME, TERM, TEMPORARY AND OCCASIONAL EMPLOYEES
(Continued)

2. Regular part-time employees who were hired or rehired on or after January 1, 1981.

b. When an employee begins working part-time the "average workweek" will be determined in advance by dividing the employee's normally expected scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (For example: 68 hours per month divided by 4.35 equals 15.6, rounded to an average workweek of 16 hours). This "average workweek" will apply until an employee has worked a full calendar quarter as a part-time employee.

c. After an employee has worked a full calendar quarter as a part-time employee, the "average workweek" will be redetermined as of the end of each calendar quarter during which the employee was classified as a part-time employee for the entire quarter. The "average workweek" for the following quarter will be determined by averaging all hours worked during the prior quarter. This average includes:

(1) Hours worked up to a maximum of eight (8) per day or forty (40) per week; and

(2) Hours scheduled or assigned to be worked but excused, paid or unpaid.

(3) The total of (1) & (2) above will be limited to a maximum of eight (8) hours per day or forty (40) per week.

d. For periods of service as a part-time employee after January 1, 1993, proration calculations for wages or service for each of the following benefit plans and payment programs will be based on the relationship of the individual part-time employee's "average workweek" to a forty (40) hour workweek:

Pension Plan
Comprehensive Disability Benefit Plan
Life Insurance Plans
Savings Plan
Severance Plans
Vacation, Holiday and Paid Personal Days Off
Sickness Absence Payments
Team Performance Award

The revised calculation method will not apply retroactively, and employees receiving disability benefits under the Comprehensive Disability Benefits Plan, sickness absence payments, or vacation payments on January 1, 1993 will continue to receive the same level of benefits until their eligibility for such benefits or payments expires.

Section 4.03

PART-TIME, TERM, TEMPORARY AND OCCASIONAL EMPLOYEES
(Continued)

e. Monthly contributions to the Medical, Dental and Vision Plans will be prorated using the same percentage calculated in Section 4.03A2b or 4.03A2c as applicable. The Companies will pay that percent of the cost of coverage for Medical, Dental and Vision care. The part-time employee will pay the difference between the Company contributions and the cost of the plan.

3. A part-time employee shall not be paid Sickness Absence payments under Section 5.01F unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work and a full-time employee in the same circumstance would be paid.

B. TERM EMPLOYEES:

Term employees are those engaged for a specific project or limited period with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period. Employment is expected to continue for more than one (1) year, but no more than three (3) years. Term employees are covered by all provisions of this Contract except where otherwise provided.

Term employees are not to be assigned work which would directly result in the surplus or layoff of Regular employees in the same title and administrative unit to which they are assigned.

C. TEMPORARY EMPLOYEES

1. Temporary employees are those engaged for a specific project or a limited period, with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three consecutive weeks but not for more than one year.

2. All Temporary employees shall be advised of their employment status and all pertinent information related thereto at the time of hiring.

3. All provisions of this Contract shall apply to Temporary employees, except where otherwise provided.

4. Should the term of employment of a Temporary employee exceed one year, then the employee will be reclassified to a Term employee effective with the first day following the completion of one year.

a. The maximum term of employment for a Temporary employee who is reclassified to Term under the provisions of this Section 4.03C4 will be three (3) years from the date of hiring as a Temporary employee.

Section 4.03

PART-TIME, TERM, TEMPORARY AND OCCASIONAL EMPLOYEES

(Continued)

- b. A Temporary employee who is reclassified to Term under the provisions of this Section 4.03C4 will be eligible for Term employee benefits as described in Section 4.03E from the time of reclassification.
- c. A Temporary employee who is reclassified to Term under the provisions of this Section 4.03C4 will be eligible for vacation and Personal Days Off in accordance with the provisions of Article 6, Sections 6.02A1 and 6.04 applicable to Term employees, from the date of reclassification. However, nothing in this Section will cause such a reclassified employee to receive more vacation or Personal Days Off than they would have received had they been classified as a Term employee from the date of hiring as a Temporary employee.

D. OCCASIONAL EMPLOYEES

An Occasional employee is one who is engaged on a daily basis for a period of not more than three (3) consecutive weeks, or for a cumulative total of not more than thirty (30) days, in any calendar year, regardless of the length of the daily or weekly assignments. An Occasional employee who actually works or is engaged to work in excess of three (3) consecutive weeks or thirty (30) days in a calendar year shall be reclassified as a Regular or Temporary, full-time or part-time employee as appropriate.

Section 4.03 PART-TIME, TERM, TEMPORARY AND OCCASIONAL EMPLOYEES
(Continued)

E. BENEFIT ELIGIBILITY

Employees are eligible to participate in employee benefit plans and other payment programs as shown below. Specific eligibility requirements are as described in individual plan documents or terms described elsewhere in the Contract or Company policies.

EMPLOYEE BENEFIT	REGULAR EMPLOYEE	TERM EMPLOYEE	TEMPORARY EMPLOYEE	OCCASIONAL EMPLOYEE
Medical Plan	YES	YES	NO	NO
Dental Plan	YES	YES	NO	NO
Vision Plan	YES	YES	NO	NO
Comprehensive Disability Benefit Plan	YES	STD ONLY	STD ONLY	NO
Life Insurance Plan	YES	YES	NO	NO
Savings Plan	YES	YES	NO*	NO
Severance Plans	YES	NO	NO	NO
Pension Plan	YES	YES	NO*	NO*
Pension Death Benefit	YES	YES	YES	YES
Tuition Aid	YES	YES	NO	NO
Concession	YES	YES	YES	NO
Leaves Other Than Required By Law	YES	YES	NO	NO
<i>Adoption</i>	<i>YES</i>	<i>YES</i>	<i>NO</i>	<i>NO</i>
<i>CarePlus</i>	<i>YES</i>	<i>YES</i>	<i>NO</i>	<i>NO</i>
<i>Long Term Care</i>	<i>YES</i>	<i>YES</i>	<i>NO</i>	<i>NO</i>
Spending Accounts	YES	YES	NO	NO

* Employees with no previous Bell System service are not eligible. Others may be eligible for participation dependent on past service and past eligibility and on specific terms of the Plan Document.

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ARTICLE 5

WORK ADMINISTRATION, COMPENSATION AND
SPECIAL PAYMENTS

Section 5.01 WAGE SCHEDULES AND PAYMENTS

- A. Employees in titles listed in Appendix A, Sections A1.01, A2.01, A4.01, A5 or Appendix B shall be paid at their weekly basic rate of pay for forty (40) hours of work. Employees in titles listed in Appendix A, Section A3.01 shall be paid at the basic rate per week as established for their respective title classifications. The wage schedules and top rates of pay shall be as stated in Appendix C3 of this Contract.

In any case where a Company building is located upon property which lies within two (2) exchanges, and if such exchanges are classified differently for wage rate purposes, any employee who is regularly assigned to report for work in such a Company building shall be paid at the wage rate that pertains to the higher exchange classification.

- B. Except as provided in Section 5.01D, wage increases in the amounts shown in the schedules shall be granted automatically on completion of the time intervals specified.

1. No wage increase shall become effective during a period of absence in excess of seven (7) calendar days, paid vacations excepted.

a. A period of absence of seven (7) calendar days or less shall have no effect on the establishment of the effective date of increase.

b. If the effective date for a scheduled increase occurs during a period of absence in excess of seven (7) calendar days, but not to exceed thirty (30) calendar days, the increase will become effective on the day the employee returns to work. Such adjustment in the effective date of this increase shall not change the date from which the time interval for the next increase would otherwise be computed.

Section 5.01 WAGE SCHEDULES AND PAYMENTS (Continued)

c. If the effective date for a scheduled increase occurs during a period of absence of over thirty (30) calendar days, the first thirty (30) calendar days of such absence shall be credited to the employee's previously accrued time on the wage progression schedule and the increase shall become effective either on the day the employee returns to work if the employee has been credited with the necessary time interval for next increase, or after the employee has worked the remainder of the applicable wage progression time interval.

2. In no case shall the application of the provisions of this Section 5.01B operate to make an increase effective on a date earlier than would have resulted had no absence occurred.

C. When an employee is absent for more than thirty (30) consecutive calendar days, only the first thirty (30) calendar days of such absence shall be credited to the employee's previously accrued total schedule time on the wage schedule.

D. FLEXIBLE STARTING RATES

1. When, in the judgment of the Companies, an increase becomes desirable in starting rates for any or all title classifications in a particular exchange listed in Appendix C4 of this Contract, the Companies will so notify the Union and will discuss with the Union both the starting rate and method of progression from the new starting rate to the particular existing schedule.

2. If the Union and the Companies reach an agreement thereon, the schedule for such title classification or title classifications between the points where the old schedule is reached and the maximum rate, as well as the overall schedule length, will remain unchanged; and the employees to whom such altered schedule applies will be placed on the altered schedule with the same total schedule time they had on the previous schedule.

3. If the Companies and the Union fail to reach agreement within fifteen (15) days after the above date of notification of said proposal, such schedule shall remain unchanged.

4. The Companies may discontinue or reduce the amount of such increased starting rates at any time but such discontinuance or reduction shall not cause a decrease in the wage rate of any employee whose wage rate was increased under Subparagraph 1 or 2 of this Section 5.01D. The application of this Subparagraph 4 shall not result in starting rates lower than those on the old schedule.

E. An employee hired with previous wage experience credit, military service, technical training, typing or key punch skills useful to the Companies shall be granted wage credit in accordance with the wage credit practice agreement.

Section 5.01 WAGE SCHEDULES AND PAYMENTS (Continued)

- F. All employees with at least one (1) year of service shall be paid for sickness absence beginning with the first scheduled working day of absence. Sickness absence payments shall be limited to a maximum of five (5) days in the seven day period.
1. The scheduled working days referred to in this Section 5.01F shall be computed in accordance with the pattern of scheduled days of the workweek in which the sickness absence first occurred regardless of the number of scheduled workdays in that week. This pattern shall be deemed to continue into all subsequent workweeks of such absence for determining work time lost and days for which sickness absence should be paid.
 2. Sickness absence shall not be deemed to continue into the second workweek unless such absence includes the first scheduled day of the original work schedule for the second week.
- G. When employees report on the job for duty on a scheduled day and subsequently become sick and are excused by the supervisor before completion of their tour of duty, they will be paid at straight time for the remainder of the full tour of duty for which scheduled.
- H. Sickness absence payments referred to in Sections 5.01F and 5.01G above shall include any shift or job differentials which the employee would have received had the employee worked, but shall not include any extra payments which would have been received had the employee worked, such as Sunday, holiday, or overtime extra payments.
- I. The supervisor shall decide whether employees with titles listed in Appendix A, Sections A1.01, A2.01, A5 or Appendix B, shall work or be excused from duty because of bad weather conditions. If the supervisor decides that the employees cannot work, they shall be paid for the balance of the half-tour that they were excused from duty. If the employees are notified at or before noon, no payment will be made for the afternoon. Employees who do not report for duty shall not be paid under the provisions of this Section.
- J. When an employee in titles listed in Appendix A, Section A3.01, is transferred from night work to day or evening work at management's request and loses a day's work opportunity because of the transfer, wage payment shall be made for the day lost at straight-time at the employee's normal rate of pay.
- K. Employees shall be paid bi-weekly, payment of wages due for the two-week pay-period to be made when practicable not later than the Friday following the last day of the pay-period. When practicable, paychecks shall be distributed in sufficient time to permit employees to cash their checks within normal banking hours on the regular pay day.

Section 5.02 RELIEF DIFFERENTIALS

A. A fixed relief differential of eight dollars (\$8.00) a day will be paid to any employee in any title who, in addition to normal duties or in the performance of a new assignment, temporarily relieves or assists a manager for a half tour or more. These assignments may involve planning, distributing, directing, coordinating and training responsibilities other than induction or orientation. The assignment specifically excludes disciplining.

B. A three dollar (\$3.00) daily differential will be paid when an Operator relieves a Service Assistant, *Service Assistant-Bilingual* or a Central Office Associate for a half tour or more.

Section 5.03 SHIFT DIFFERENTIALS (For Pacific Bell Home Entertainment, see appendix B, section B2.07)

A. An employee specified in Sections 5.03A1 or 5.03A2 who works a regular shift, any part of which falls after 7:00 P.M. or prior to 6:00 A.M., shall receive a shift differential in accordance with the following:

1. An employee in a title listed in Appendix A, Sections A1.01 or A2.01 shall receive a shift differential in the amount of ten (10) percent of the employee's weekly basic rate of pay, except that when premium payments are paid for a temporary change of shift in accordance with Appendix A, Section A1.05D, or A2.03F as appropriate, a shift differential will not be paid.

Note: An employee who works a scheduled shift on a Sunday or Holiday, any part of which falls after 7:00 P.M. or prior to 6:00 A.M., shall receive a shift differential without regard to his/her regular shift.

- a. The shift differential shall be added to the basic rate of pay and the combined rate shall be used in computing vacation payments, overtime payments, holiday payments and Sunday payments, except that the differential shall not be added in computing the vacation pay of a regular day shift employee who, at the start of vacation, had been working a tour for which a differential is paid but who, upon return from vacation, is scheduled to work a day shift for a period of one (1) week or more.
- b. When only a part of the week is involved, the differential shall be prorated on the basis of a five-day week, that is, one (1) day's differential is one-fifth (1/5) of the weekly differential.
- c. An employee receiving a differential who is temporarily assigned to a day shift in connection with training assignments, vacation reliefs or training reliefs for a period of one (1) week or more but less than two (2) weeks shall retain the shift differential but shall not receive premium pay for the change of shift. Such vacation relief shall be deemed to include any additional days which the employee on vacation may take immediately preceding or following the employee's vacation.

Section 5.03 SHIFT DIFFERENTIALS (Continued)

An employee who is temporarily assigned to an evening or night shift for purposes of training assignments, vacation reliefs or training reliefs for a period of one (1) week or more shall receive the appropriate shift differential, but shall not receive premium pay for a change of shift. Such vacation relief shall be deemed to include any additional days which the evening or night shift employee may take immediately preceding or following the employee's vacation.

2. An employee in a title listed in Appendix A, Sections A3.01B or A4.01 shall receive a shift differential in the amount of ten (10) percent of the employee's weekly basic rate of pay, including relief differential, if any.

- a. The shift differential paid under the provisions of Section 5.03A2 shall be added to the basic rate of pay in computing vacation, overtime, holiday and Sunday payments.

- b. The shift differential shall be for a full-time week of five (5) shifts. When an employee works less than a full-time week of five (5) shifts to which a differential is applicable, the shift differential will be prorated; that is, one-fifth (1/5) of the weekly differential will be paid for each full shift worked for which the differential is provided in Section 5.03A2.

- B. An employee in a title listed in Appendix A, Sections A3.01A or C who works an early morning, evening or night tour of duty shall receive a wage differential in an amount specified in Appendix C, for the appropriate unit, applying as shown in Appendix A, Section A3.05. The wage differential specified is for one full tour of duty. The differential will be added to the basic wage rate in computing vacation, overtime, holiday and Sunday payments.

- C. An employee in a title listed in Appendix A, Sections A3.01A or C who works at least part of both sessions of a morning-evening tour (split-tour) shall receive a differential of four dollars (\$4.00). The differential will be added to the basic wage rate in computing vacation, overtime, holiday, Sunday and Personal Days Off.

Section 5.04 OVERTIME AND CALL-OUTS (For Pacific Bell Home Entertainment, see Appendix B, Section B2.05)

- A. The provisions of this Section apply to all employees unless otherwise specified. Refer to Appendix A for additional overtime and premium payments provisions.

- B. Overtime is that time worked in excess of the daily work period of eight (8) hours for five day a week employees or ten (10) hours for four day a week employees continuing until relieved from duty, and/or in excess of the normal workweek or its equivalent (overtime is time, not money).

Section 5.04 OVERTIME AND CALL-OUTS (Continued)

C. Premium payments are payments in excess of the basic rate of pay. (Premium payments are money, not time.) The premium rates of pay are one and one-half hours', two hours' and two and one-half hours' pay for one (1) hour worked. Not more than one (1) premium payment shall be paid for any one (1) hour worked.

D. For employees having titles listed in Appendix A, Sections A1.01, A2.01 *and* A4.01, time worked in excess of the daily work period of eight (8) hours and/or in excess of the normal workweek of forty (40) hours, (or its equivalent for employees identified in the following Paragraph) shall be paid at the rate of one and one-half (1-1/2) hours' pay for each hour worked.

For employees having titles listed in Appendix A, Section A3.01, time worked on weekdays in excess of a full tour of duty (eight hours for an 8-hour tour, seven and one-half hours for a 7-1/2 hour tour, seven hours for a 7-hour tour, or six hours for a 6-hour tour) shall be paid for at the rate of one and one-half (1-1/2) hours' pay for each hour worked.

E. Time paid for but not worked on a holiday which falls Monday through Friday in the calendar week, and time paid for but not worked on Personal Days Off shall be included when determining time worked in excess of the normal workweek (or its equivalent for employees identified in the Paragraph directly above). The following time shall be excluded when determining time worked in excess of the normal workweek or its equivalent:

1. Time paid for but not worked, except holiday pay and Personal Days Off as provided in Section 5.04E and time which is considered as time worked as provided in Section 3.02B3.
2. Time worked beyond eight (8) hours on any day for employees scheduled five (5) days per week or time worked beyond ten (10) hours on any day for employees scheduled four (4) days per week.
3. Time worked on weekdays in connection with calls outside of a scheduled tour/shift, or if not scheduled, a regular tour/shift, provided that such time is not in lieu of a scheduled tour/shift and is paid for at a premium rate.

F. Time worked on Sunday shall be paid for at the rate of one and one-half (1-1/2) hours' pay for each hour worked. Sunday tours/shifts are tours/shifts starting on Sunday.

Section 5.04 OVERTIME AND CALL-OUTS (Continued)

G. Employees who are notified less than three (3) hours before the start of their tour/shift that their immediate services are required shall be paid at the rate of time and one-half (1-1/2) from time of notification to the start of the tour/shift, if all or part of this period is worked, and shall be paid at the straight-time rate for that part, or all, of their tour/shift worked thereafter. The minimum time paid for shall be two (2) hours.

H. Employees who are notified three (3) hours or more before the start of their tour/shift that their immediate services are required and whose work continues into the tour/shift shall be paid at the rate of one and one-half (1-1/2) hours' pay for each hour worked from time of notification until the employee is relieved from duty, except as provided below. Meal period intermission shall not constitute a relief from duty.

NOTE: Employees covered by Appendix A, Sections A1.01 *and* A2.01 who report to work three (3) hours before the start of their tour/shift when immediate services are not required, will receive pay treatment as provided in Appendix A, Sections A1.05B, *and* A2.03A.

If a call-out as specified in Section 5.04H above results in an employee working eight (8) hours at one and one-half (1-1/2) hours' pay for each hour worked, such time may be considered in lieu of a regular tour/shift, and, at management's discretion, the employee may be relieved from duty.

I. When employees are called for work which requires their immediate services, work time starts from time of notification. The minimum time paid for shall be two (2) hours and shall be paid for at the rates applicable (premium, holiday, straight-time, etc.). Normal traveling time to home will be included except when:

1. The employee continues working to the end of a scheduled tour/shift or half-tour/shift or
2. The employee requests, and is granted, excused time off with or without pay.

J. When employees are notified that their immediate services are required on other than a scheduled work day, they shall be paid at the rates applicable (premium, holiday, straight-time, etc.) for a minimum period of two (2) hours including travel time from and to home.

K. When an employee is assigned to work of less than four (4) hours' duration when the employee's immediate services are not required, travel time from and to home shall be considered work time. The minimum time paid for shall be two (2) hours including traveling time. The maximum time paid for, including traveling time, shall be four (4) hours. When such employee works four (4) hours or more, excluding traveling time, such traveling time shall not be considered work time, and shall not be paid for.

Section 5.04 OVERTIME AND CALL-OUTS (Continued)

- L. All hours worked in excess of forty-nine (49) in the calendar week shall be paid at the rate of two (2) hours' pay for each hour worked.
1. Time included when calculating time worked toward the forty-nine (49) rule:
- a. All time worked.
 - b. Time paid for but not worked on Holidays and paid Personal Days Off.
 - c. Paid time off to vote.
 - d. Paid time off (UP) spent by Union representatives attending meetings with management.
- M. For pay treatment on holidays, see Article 6 of this Contract.
- N. No wage payments shall be made for specified meal periods taken outside of scheduled hours.

Section 5.05 EXPENSE ALLOWANCE

A. PER DIEM ALLOWANCE AND LODGING

1. When an employee is temporarily assigned to a work location other than the employee's assigned headquarters and, as determined by the Companies, daily travel by the employee would be impractical, the Companies may establish a temporary headquarters at a place where suitable board and lodging may be obtained or provided, in which case the employee shall be eligible to receive an allowance of thirty-three dollars (\$33.00) per diem and lodging at the Companies' expense.
2. An employee entitled to receive the per diem allowance and lodging at the Companies' expense under Section 5.05A1 may, upon proper management approval and in lieu of the per diem allowance and lodging at the Companies' expense, be granted home board and lodging allowance at the rate of thirty-three dollars (\$33.00) per day when the nature of the work will permit and the employee establishes a bona fide home at the location of the work. When such home board and lodging is authorized, it shall also be paid for periods not worked on Sundays, holidays, days absent due to weather conditions and other authorized absence not including vacations.

Section 5.05 EXPENSE ALLOWANCE (Continued)

3. An employee entitled to receive the per diem allowance and lodging at the Companies' expense under Section 5.05A1 may, upon proper management approval, be granted an allowance at the rate of thirty-three dollars (\$33.00) per day for each day worked in lieu of the per diem allowance and lodging at the Companies' expense when the location of the work permits travel on the employee's own time and expense, between the employee's bona fide home and the location of the job. In such cases, the thirty-three dollar (\$33.00) allowance will only be paid for the days actually worked.
4. On personal trips over weekends and holidays, an employee who is being provided the per diem allowance and lodging at the expense of the Companies may, upon proper approval and in the event Company transportation is not available, be granted the lesser of the following two allowances, but in no case shall payment be made for travel time:
 - a. An allowance equivalent to commercial transportation costs to the appropriate, as determined by the Companies, commercial transportation terminal at the employee's home location and return. In addition, the employee will be paid the mileage allowance at the agreed upon rate for use of an employee's personal vehicle on Company business for the distance between the work location and the commercial transportation terminal at the temporary work location and return and for the distance from the commercial transportation terminal at the employee's home location to the employee's home and return, or
 - b. The actual savings to the Companies due to the employee's absence from the established boarding place.
5. The establishment or discontinuance of a temporary headquarters as provided for in Section 5.05A1 shall not be considered as a change in an employee's regularly assigned headquarters as defined in Appendix A, Sections A1.04E, A2.04 *and* A4.04C.

B. OCCASIONAL MEALS

Employees shall be granted meal allowances only in accordance with the following:

1. Nine dollars (\$9.00) when a full-time employee works two (2) or more consecutive hours in addition to working his or her regular shift/tour or a part-time employee works two (2) or more hours in addition to working the equivalent of a full-time shift/tour.
2. An additional nine dollars (\$9.00) will be paid when a full-time employee works six (6) or more consecutive hours in addition to working his or her regular shift/tour or a part-time employee works six (6) or more consecutive hours in addition to working the equivalent of a full-time shift/tour.

1 **Section 5.05 EXPENSE ALLOWANCE (Continued)**

- 2
- 3 3. Meals for which an allowance is granted under this Section shall be
- 4 eaten on the employee's own time, except where the supervisor
- 5 determines that the employee cannot be released for a definite meal
- 6 period. In such case the employee shall be granted a reasonable
- 7 amount of time to eat on Company time.
- 8
- 9 4. There shall be no allowance granted for noonday luncheon expense.
- 10
- 11 5. A meal allowance will not be paid to an employee receiving per
- 12 diem or an allowance in lieu of per diem.
- 13

14 **C. TRANSPORTATION**

- 15
- 16 1. The Companies will either furnish all means of transportation or specify
- 17 what transportation shall be used for Company business and advance
- 18 or refund the necessary fares.
- 19
- 20 2. Local carfare or mileage, as determined by the Companies, to and
- 21 from work in excess of that required by an employee for the
- 22 employee's normal assignment will be refunded. Travel time will be
- 23 computed on the same basis except as provided for in Section
- 24 5.05A3.
- 25
- 26 3. When local carfare during working hours is deemed necessary by the
- 27 Companies, such carfare will be advanced or refunded to
- 28 employees. Carfare in excess of the local fare will be advanced.
- 29
- 30 4. A personal automobile may be used for Company business or to
- 31 facilitate transportation provided that:
- 32
- 33 a. Such use is authorized by a supervisor.
- 34
- 35 b. The employee agrees to such use of the employee's personal
- 36 automobile.
- 37
- 38 c. Such usage shall be reimbursed at the Internal Revenue Service
- 39 (IRS) reimbursement rate for mileage. In the event the IRS
- 40 increases the reimbursement rate for mileage, the Company will
- 41 adjust the mileage reimbursement rate to the maximum
- 42 allowable rate as soon as practical, not to exceed 60 days from
- 43 the effective date of the increase.
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Section 5.06 STANDBY PAY (For Pacific Bell Home Entertainment, see Appendix B, Section B2.05C)

A. DEFINITION AND APPLICATION

1. Standby is that time during which an off duty employee is scheduled to be available for call-outs.
2. Part-time employees are not eligible for Standby pay.

B. ASSIGNMENT AND EMPLOYEE REQUIREMENTS

1. The Companies will determine the need to establish Standby in a work group.
2. The Companies will seek volunteers from the work group who are qualified as recorded on the overtime list and may assign one or more volunteers within each work group. The Companies will rotate the designated Standby assignments among qualified employees.
3. Scheduled Standby assignments will be posted at least one (1) week in advance. Assignments will include the Standby hours and days. No changes in the scheduled Standby assignments will be made without at least forty-eight (48) hours notification.
4. Employees may be assigned for periods of duty as determined by local management and local union. If no mutual agreement can be reached the Companies will determine the length of Standby assignment, not to exceed one (1) week.
5. The employees assigned Standby will be available after normal hours or on non-scheduled days to report within one (1) hour to a call-out from the duty supervisor and will be available for contact via telephone or pager at all times during the period of duty.
6. Assigned Standby employees who cannot be reached or who fail to respond to a pager, or other agreed upon method of communication, within a fifteen (15) minute time period, will not be eligible to receive payment for the period of Standby coverage.
7. If, during a Standby period, an employee becomes ill, or for some other reason cannot perform the scheduled Standby duty, the employee is responsible for notification of management as soon as possible. The employee will not receive Standby pay for that period.
8. The Companies will follow the established overtime call-out procedures when the scheduled Standby employee is not available for a call-out or when a special requirement to satisfy a customer need exists.
9. Employees who transfer or return into the work group or any employee who subsequently wants to be added into the Standby group, upon notification to the supervisor will be placed at the bottom of the list and be eligible for normal rotation assignment effective with the next posted Standby schedule.

Section 5.06 STANDBY PAY (Continued)

10. Employees who desire to be removed from the Standby volunteers list shall give written notice fourteen (14) days prior to being removed from the list.

C. COMPENSATION

1. In addition to normal compensation for time worked during non-scheduled hours as a result of a call-out, those employees on Standby will receive a payment equal to one and one-half (1-1/2) hours pay at the regular hourly rate for each day on Standby.
2. Time spent on Standby, exclusive of call-outs, will not be considered hours worked, and pay received for Standby will be excluded from the regular rate of pay for purposes of calculating overtime.
3. Standby pay amounts will not enter into computations of any payments under the Pacific Telesis Group Plan for Pensions, Disability Benefits, Savings and Death Benefits or any other benefits or differentials.

Section 5.07 PLAN FOR EMPLOYEES' PENSIONS, DISABILITY BENEFITS AND DEATH BENEFITS

- A. In the event, during the life of this Contract, the Companies desire to make a change in the Pacific Telesis Group Plans for Employees' Pensions, Disability Benefits and Death Benefits which would affect the pensions, disability benefits and death benefits of employees within the bargaining units, they will, before making a change, notify the Union and afford the Union a period of sixty (60) calendar days for bargaining, provided, however, that no change may be made in the Plans which would reduce or diminish the pensions, disability benefits and death benefits provided thereunder, as they may apply to employees within the bargaining units, without consent of the Union.
- B. Any claim that Section 5.07A of this Article has been violated may be presented as a grievance and, if not resolved by the parties under their Problem Resolution Procedures, may be submitted to arbitration pursuant to the provisions of Article 7, but in such case any decision or action of the Companies shall be controlling unless shown to have been discriminatory or in bad faith, and only the question of discrimination or bad faith shall be subject to the grievance procedure and arbitration. However, nothing in this Contract shall be construed to subject the Plan or its administration to arbitration.

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ARTICLE 6

TIME OFF

Section 6.01 Time off the job is essential for the well being of employees. A proper balance of work and time off contributes to increased productivity, creativity and job satisfaction. Certain civic and personal obligations dictate that employees be granted time off. To assure that business needs are met, planned time off is scheduled.

Section 6.02 VACATION

A. Vacation will be granted each *vacation* year to eligible employees in proportion to years of service. *For the vacation year 2001, change the definition of the "vacation year" from the calendar year to January 1, 2001 to December 30, 2001. For the vacation year 2002 and subsequent vacation years, change the definition of the "vacation year" from the calendar year to December 31 of the current year through December 30 of the following year. For example, the 2002 vacation year would be December 31, 2001 through December 30, 2002.*

1. Vacations are granted each *vacation* year to Regular and Term, full-time or part-time, employees and Temporary employees hired prior to January 1, 1993 during their term of employment that began prior to January 1, 1993, as follows:

NET CREDITED SERVICE	VACATION TIME
After 6 months	1 week
After 1 year (See Note 1)	2 weeks
2 years, but less than 7 years (See Note 2)	2 weeks
7 years, but less than 15 years (See Note 2)	3 weeks
15 years, but less than 25 years (See Note 2)	4 weeks
25 years or more (See Note 2)	5 weeks

Notes: 1. Employees who complete both six (6) months and one (1) year of service within the same *vacation* year are entitled to two (2) weeks of vacation. The second week will be taken after the first anniversary.

2. Vacations may be scheduled anytime during the *vacation* year in which the anniversary occurs.

Section 6.02 VACATION (Continued)

2. Employees who are hired or rehired into the Temporary classification on or after January 1, 1993, are eligible to one week of vacation after completing six months of service.

B. VACATION PAY - DETERMINATION OF STATUS

Employees will receive vacation pay as a full-time or part-time employee according to their employment status during the last scheduled week immediately preceding the first day of a vacation week.

C. VACATION PAY - FULL-TIME EMPLOYEES

Full-time employees will be paid their basic weekly wage rate for each full week of vacation. Pay for individual vacation days will be one-fifth (1/5) of the weekly rate.

D. VACATION PAY - PART-TIME EMPLOYEES WHO ARE "GRANDFATHERED" AS DESCRIBED IN SECTION 4.03A1 (AS OF JANUARY 1, 1993)

1. Part-time employees will be paid for full weeks of vacation by averaging all hours during the preceding quarter. This averaging includes:

- a. Hours worked up to a maximum of eight (8) a day or forty (40) a week; and
- b. Hours scheduled or assigned to be worked but excused, paid or unpaid.
- c. The total of a & b above will be limited to a maximum of eight (8) hours per day or forty (40) hours per week.

2. Part-time employees will be paid for individual vacation days off equivalent to one-fifth (1/5) of the average workweek as calculated above.

E. VACATION PAY - AS OF JANUARY 1, 1993 FOR PART-TIME EMPLOYEES WHO ARE NOT "GRANDFATHERED" (AS DESCRIBED IN SECTION 4.03A2)

1. Payment for full weeks of vacation will be an allowance equal to the employee's average workweek, as defined in Section 4.03A2b or 4.03A2c as applicable, spread over the five day vacation week.
2. Payment for individual vacation days will be an allowance equal to one-fifth (1/5) of the employee's average workweek as defined in Section 4.03A2b or 4.03A2c as applicable. Payment will only be made if the individual vacation day is scheduled on a day when the employee would normally be scheduled to work.

F. See Section 6.04D for pay treatment of employees who are temporarily shift-changed for vacation relief.

1 **Section 6.02 VACATION (Continued)**

2
3 G. An employee who is absent for more than six (6) consecutive months due
4 to leave of absence or layoff will be eligible for vacation in any subsequent
5 ***vacation*** year after returning to work and completing six (6) consecutive
6 months of service.

7
8 H. When the Companies deem it necessary, the Companies may, in seniority
9 order, offer employees with scheduled vacation on the posted work
10 schedule the opportunity to sell a full week(s) or individual vacation day(s)
11 of his/her vacation back to the Companies.

12
13 NOTE: The offer of pay in lieu of vacation shall be effective only if agreed
14 to by the employee. The employee will receive payment for the
15 vacation time sold back to the Companies with the employee's
16 next regular paycheck for the pay period in which the vacation
17 time was originally scheduled. A vacancy or open slot on the
18 vacation schedule will not be created when an employee elects to
19 sell his/her vacation under the circumstances described above.
20

21
22 **Section 6.03 HOLIDAYS**

23
24 Eight holidays will be observed.

25
26 A. THE AUTHORIZED HOLIDAYS ARE:

27
28 New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor
29 Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.
30

31 NOTE: Holiday tours are tours of duty starting on a holiday. Holidays
32 falling on Sunday will be observed on the following Monday.
33 Holiday practices will apply.
34

35 B. When a holiday occurs during an employee's vacation week, the
36 employee will receive an additional Personal Day Off at a later time.
37

38 C. CHRISTMAS AND NEW YEAR'S EVE SPECIAL PAYMENTS

39
40 Employees in Operator Services with titles of Central Office Associate,
41 Operator, Service Assistant and Services Specialist will receive:

42
43 1. A special payment of six (\$6.00) dollars for employees whose work
44 terminates at or after 6:00 P.M. and not later than 7:59 P.M. on
45 Christmas Eve and/or New Year's Eve.
46

47 2. A special payment of eight (\$8.00) dollars for employees whose work
48 terminates at or after 8:00 P.M. on Christmas Eve and/or New Year's
49 Eve.
50

51 D. ASSIGNMENT OF HOLIDAY WORK

52
53 For employees in Operator Services with titles of Central Office Associate,
54 Operator, Service Assistant ***and Service Assistant-Bilingual***:
55
56
57

Section 6.03 HOLIDAYS (Continued)

1. All work on holidays will be distributed among employees of an office by allowing them, on a rotational basis, to choose whether to work or not to work, except that the Companies may require the employees to work as they deem necessary to meet the needs of the service.
2. It will be the practice to allow trades between employees of assignments to work or not to work provided the trades are approved by management. The trades are limited to assignments for any one holiday.

E. PAY FOR HOLIDAYS NOT WORKED

1. If employees work all of their scheduled tour immediately before and after the holiday, or are excused by supervision, they will be paid as follows:
 - a. Full-time employees will be paid one-fifth (1/5) of their basic weekly wage rate.
 - b. Part-time employees who are "grandfathered" will be paid one-fifth (1/5) of their average or equivalent workweek as covered in Section 6.02D.
 - c. All other part-time employees will be paid one-fifth (1/5) of their average workweek as defined in Section 4.03A2.
2. An employee who is scheduled to work on a holiday, but fails to report for work and is unexcused will not be paid for the holiday.
3. An employee who is scheduled to work on a holiday, but is excused will be paid straight time for the holiday.
4. No pay will be given for holidays which occur:
 - a. During a leave of absence in excess of one (1) week, including holidays that occur during the first week of the leave.
 - b. During a period of excused time off for Union activities in excess of one week, including holidays that occur during the first week of the absence.
 - c. After the seventh (7th) calendar day of other absences.

F. PAY FOR HOLIDAYS WORKED

1. Employees will be paid double time and one-half (2-1/2) for each hour worked on authorized holidays.
2. An employee who is not scheduled to work on a holiday, but who works without 48 hours' notice will be paid straight time for any part of their normal tour not worked.
3. If employees work overtime on a holiday, they will be paid double time and one-half (2-1/2). Holiday payment and overtime payment will not be made for the same time worked.

1 **Section 6.04 PERSONAL DAYS OFF**

2
3 Employees are allowed flexibility through the use of Personal Days Off to be
4 absent with pay.

- 5
6 A. Employees are eligible for Personal Days Off each *vacation* year according
7 to the following:

	More Than Six (6) Months' Service: Maximum Number of Personal Days Off	
	Paid	Unpaid
Regular Employees	6	1
Term Employees	6	1
Temporary Employees	2	1
Occasional Employees	N/A	N/A

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25 NOTE: Part-time employees *who are "grandfathered"* will be paid for
26 individual Personal Days Off equal to one-fifth (1/5) of the
27 average or equivalent workweek as covered in Section 6.02D2.

28
29 *All other* part-time employees will be paid for individual Personal
30 Days Off equal to one-fifth (1/5) of the average workweek as
31 defined in Section 4.03A2.

- 32
33 B. Effective April 1, 2001, all Personal Days Off may be taken in two (2) hour
34 increments and will be granted as deemed practicable by management.

- 35
36 C. If employees agree to work on a paid Personal Day Off they may choose
37 one of the following options:

- 38
39 1. Reschedule the Personal Day Off and work as though it were a
40 normal scheduled day; or
41
42 2. Work the day and be guaranteed eight (8) hours' pay at straight time,
43 as well as one and one-half (1 1/2) hours' pay for each hour actually
44 worked. The Personal Day Off may not be rescheduled if the
45 employee chooses this option.

- 46
47 D. PERSONAL DAY OFF, *JURY DUTY* AND VACATION RELIEF

48
49 When an employee in other than Operator Services has a regular shift (not
50 tour) temporarily changed for vacation, *jury duty* or Personal Day Off relief,
51 the employee will be paid as follows:

- 52
53 1. An employee who is receiving a shift differential and who is
54 temporarily assigned to a day shift will retain the differential but be
55 paid at straight time.
56
57

Section 6.04 PERSONAL DAYS OFF (Continued)

2. An employee temporarily assigned to an evening or night shift will receive the appropriate shift differential, and be paid at straight time.

Section 6.05 CIVIC AND PERSONAL OBLIGATIONS

The Companies will continue to provide time away from work to enable employees to meet certain civic and personal obligations.

A. PAID TIME OFF WILL INCLUDE:

1. Time spent on obligatory jury duty. When jury duty ends a reasonable time before the end of scheduled working hours, an employee who would be working except for jury duty will return to work.

An employee's hours of work will be changed to coincide with the obligatory jury duty assignment. When an employee's shift/tour is temporarily rescheduled for this purpose, no premium will be paid for the shift/tour change. The employee will retain his/her shift differential.

NOTE: See Section 6.04D for proper pay treatment of an employee temporarily rescheduled for jury duty relief.

2. Time off to vote in accordance with, and if required by, the provisions of applicable State laws.
3. A period of time which is reasonable and warranted due to a death in an employee's immediate family or household.

Immediate family includes the employee's parents, stepparents, adoptive parents, children, stepchildren or adopted children, brothers or stepbrothers, sisters or stepsisters, husband or wife, grandparents, grandchildren, mother-in-law, father-in-law, as well as any other persons living generally in the same household.

8. Unpaid time off will include approved leaves of absence. A leave of absence for personal reasons is a privilege which may be granted to employees rather than a right to which they are entitled. Granting a leave of absence for a period of over thirty (30) days does not guarantee the employee will be given a position when the leave expires unless agreed to in writing at the time the leave is granted.

Section 6.06 PLANNED TIME OFF

The scheduling of planned time off will be in seniority order within individual work groups. It is the intent of the parties that employees' selections will be granted to the extent practicable consistent with force requirements and the needs of the service.

A. Scheduling of planned time off will be administered by seniority as follows:

1. Vacation - full week
2. Vacation/Personal Day Off - day-at-a-time
3. Paid Personal Day Off - two (2) hour increments

Section 6.06 PLANNED TIME OFF (Continued)

- B. Vacation schedules will be prepared by the Companies for each occupational and administrative unit except as provided in Section 6.06B1. The selection of vacation dates within each schedule will be on the basis of net credited service as shown by the records of the Companies, except as provided elsewhere in this Section or unless otherwise agreed to.
1. Prior to the preparation of vacation schedules for any *vacation* year, the district level representative of the Companies will meet with the President and his or her designated representative of the Union Local involved to discuss the appropriate employee groups, comprising the employees within the district level's jurisdiction, for which such schedules shall be prepared. In the event of failure to reach agreement, final determination of the appropriate employee groups shall be made by the Department Head or the Department Head's authorized representative.
 2. Each employee in the bargaining unit defined in Appendix A, Section A2.01, except Operations Administrator, Data Administrator, *Nevada employees* and in other bargaining units as agreed to by the parties, will have a first choice before anyone who splits their vacation makes a second choice. Employees detailed to work away from headquarters will at their request be returned to their headquarters at the Companies' expense for one vacation period only, during each *vacation* year.
 3. An employee transferred at management direction will retain any vacation period(s) previously scheduled and approved.
 4. When an employee-initiated transfer occurs, management will endeavor to accommodate previously scheduled vacation periods within the vacation schedule of the employee's new work group, due regard being given to the needs of the service and the individual circumstances of each case.
- C. Vacation relief assignments for employees listed in Appendix A, Sections A1.01, A2.01 and Appendix B, will be posted at the time work schedules are posted. This procedure will not apply to relief assignments for day-at-a-time vacations.
- D. Prior to the beginning of the *vacation* year, management will canvass the work group to allow the employees to select vacation and Personal Days off from available dates. The period during which vacation and Personal Days Off can be chosen by seniority rights will cover the 15 months from *December 31"* of the current year through March of the *subsequent vacation* year.
- E. Requests to reschedule Personal Days Off will be made with normally not less than 48 hours' notice. The rescheduling is subject to management approval.
- F. Requests for a paid Personal Day Off in two (2) hour increments may be requested by the employee, as needed, and will be granted to the extent practicable consistent with force requirements and needs of the service.

Section 6.06 PLANNED TIME OFF (Continued)

- G. It is recommended that all employees take at least 10 days off (vacation/Personal Days Off) in the *vacation* year earned for the sake of their well being.
- H. No work will be scheduled on a vacation day or Personal Day Off. A vacation week is a calendar week, Sunday through Saturday. When an employee's vacation period spans a full week, no work will be scheduled the Saturday prior to, or Sunday following, the vacation week.
- I. Effective December 31, 2001, all vacation may be taken in increments of less than a full week.
- J. A vacation week of the new year may begin on Sunday of the same week in which *December 31* falls on or before Wednesday.
- K. Vacation weeks and Personal Days Off carried over from the previous *vacation* year through March 31 of the *subsequent vacation* year have precedence over selection of current year Time Off only in the first three (3) months of the *vacation* year. Any Time Off carried over from one *vacation* year to the next and not taken by the last day of March will be secondary in terms of scheduling to the selection of time off for the current *vacation* year.
- Payment will be made in lieu of all vacation and Personal Days Off carried over from the previous *vacation* year which are not taken by December 30 of the following *vacation* year.
- L. The Companies will not pay any expenses including per diem and lodging incurred by employees when they take individual vacation days or Personal Days Off while working at a non-commutable temporary work location.
- M. When employees return to work from sickness or accident disability, and they have not taken all vacation and/or Personal Days Off for which eligible for the *vacation* year, they may take whatever can be accommodated within the remainder of the current *vacation* year through the end of the next *vacation* year. Time off carried over from the previous *vacation* year, and taken during the first quarter of the next *vacation* year under this provision will take precedence over vacation selection for the current *vacation* year, but will be secondary to vacation carried over under the provisions of Section 6.06K.
- N. Employees going on a leave of absence may receive pay in lieu of vacation they are eligible to receive or take the vacation upon their return. Should the employee return during the same 24 month period in which time off can be taken, he or she will receive whatever vacation and Personal Days Off that can be accommodated during the remainder of the period. Payment will be made in lieu of any time off not used.

Section 6.06 PLANNED TIME OFF (Continued)

- O. Individuals leaving the employ of the Company shall receive payment in lieu of vacation and Personal Days Off to which they are eligible provided they have worked during the *vacation* year and have not had all of the vacation and Personal Days Off to which they are eligible during such period. This includes pro-rata payment of earned vacation for those employees who terminate with less than one year of service.
- P. For purposes of tracking or making payment in lieu of vacation or Personal Days Off, all time off earned in the previous *vacation* year must be taken before any time off for the current *vacation* year can be taken. For scheduling purposes, all other Paragraphs in this Section, 6.06, shall apply.

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ARTICLE 7

PROBLEM RESOLUTION PROCEDURES

Section 7.01 The Companies and the Union agree that timely interaction on issues can eliminate the cause for most grievances. While management maintains the right and responsibility to make decisions which affect the business, the parties will endeavor to jointly evaluate and plan proposed actions that affect the employees, the Union and the Companies.

Section 7.02 REQUEST FOR UNION REPRESENTATION

The Companies shall release the appropriate Union representatives who are required by the Problem Resolution Procedures.

A. At any meeting between a management representative and an employee in which a formal level of discipline is to be announced, or an investigatory interview where the employee may have a reasonable basis to expect that disciplinary action may result, a Union representative shall be present, if the employee requests.

1. The employee shall be informed of the subject of the meeting at any formal level of discipline or investigatory interview prior to the meeting.

2. The Union representative and the employee shall be allowed a reasonable period of time to consult prior to the meeting, if requested.

Section 7.03 COMMUNICATION AND PROBLEM SOLVING

We must initiate communication to prevent problems as most problems can be prevented through timely, open and honest communication.

A. When operational changes are being considered in a work area that will significantly affect the working conditions of one or more employees, the manager will communicate these anticipated changes and the reasons for them to the appropriate Union representative and solicit any input to improve the effectiveness for all concerned. *This communication will generally occur not less than ten (10) calendar days in advance of the effective date of such anticipated changes. In matters requiring immediate implementation, the minimum time frame shall not apply. In these cases, communication and solicitation for input from the Union will be conducted at the earliest practical opportunity.* Subsequently, where agreement is reached, communication to the employees will be conducted jointly by the manager and the Union representative. *In all cases, communication to the affected employees will not occur prior to a discussion with the appropriate Union representative.*

B. When an employee is trending toward disciplinary action for job performance, for example attendance, quality, quantity, etc., management will normally involve the Union and solicit its input and assistance. The manager and the Union representative will work jointly to identify and eliminate the cause of the employee's problem to prevent it from recurring.

Section 7.03 COMMUNICATION AND PROBLEM SOLVING (Continued)

- C. When a Union representative identifies an issue or dispute in the work area, he or she will interact with the appropriate manager in the work area. An effort should be made by both parties to resolve the problem.

Section 7.04 UNION PRESENTATION

The grievance procedure is designed to provide a timely, energy effective way of insuring equality and fairness in resolving disputes which have not been resolved through informal efforts. The Companies and the Union agree that it is their objective to resolve all grievances at the lowest level.

The presentation of a grievance must be made in writing as described in Section 7.05C1a and in accordance with the time limitations specified below to be eligible for handling under the provisions of Sections 7.05 and 7.09:

- A. Grievances concerning the impact of new, changed or deleted methods and/or procedures intended for department-wide application must be presented within sixty (60) calendar days of the date of the Companies' notification to the Union of their intent to take such action or, within thirty (30) calendar days from the occurrence that an employee is affected by the change, whichever date is later.
- B. All other grievances must be presented within thirty (30) calendar days from the first occurrence of the action or within thirty (30) calendar days from the date of discovery.

Section 7.05 GRIEVANCE PROCEDURE

In keeping with the Companies' and the Union's objective to resolve all grievances at the lowest level, an employee may present his or her grievance to a Union representative who will process it according to the following:

- A. A grievance involving the dismissal of any Regular or Term employee or a grievance involving disciplinary action other than dismissal of any employee will be presented as follows:
- Step I - To the employee's immediate supervisor or, if appropriate, the manager who took the action. Two (2) paid Union representatives designated by the Local may attend this meeting. If the grievance is not resolved, it will be referred to:
 - Step II - District Level Manager (or equivalent title/skip level organizations). Three (3) paid Union representatives designated by the Local may attend this meeting to attempt to resolve the grievance. Only grievances involving the dismissal of a Regular or Term employee, which are not resolved, will be referred to Step III.

NOTE: The Step II meeting regarding any grievance may be omitted by mutual agreement.

1 **Section 7.05 GRIEVANCE PROCEDURE (Continued)**

- 2
- 3 3. Step III - (Dismissal grievances only) Department AVP (or equivalent
- 4 title/skip level organizations) and Local President or either of their
- 5 designated representatives. Two (2) paid Union representatives
- 6 designated by the Local may attend this meeting to attempt to
- 7 resolve the grievance.

8

9 NOTE: If the Step II meeting regarding the dismissal of a Regular or

10 Term employee has been omitted, a maximum of three (3)

11 paid Union representatives designated by the Local may

12 attend the Step III meeting.

- 13
- 14 B. A grievance involving matters other than discipline will be presented as
- 15 follows:

- 16
- 17 1. Step I - To the manager who approved the action. Two (2) paid Union
- 18 representatives designated by the Local may attend this meeting. If
- 19 the grievance is not resolved, it will be referred to:
- 20
- 21 2. Step II - The next level of management above the manager who
- 22 heard the grievance at Step I (no lower than District Level or higher
- 23 than Department Vice President or equivalent title/skip level
- 24 organizations) and Local President or either of their designated
- 25 representatives. Three (3) paid Union representatives designated by
- 26 the Local may attend this meeting to attempt to resolve the
- 27 grievance.

- 28
- 29 C. Step I Grievances will be processed according to the following method:

- 30
- 31 1. Prior to the Step I Meeting

32

33 a. The Union's written presentation of the grievance to

34 management will include the nature of the grievance; the date

35 of the occurrence; the contractual article/section alleged to

36 have been violated, if applicable, or if not applicable, the

37 source of the alleged violation (e.g., MOA name or number,

38 discipline, documentation); the name of the grievant; and the

39 remedy sought. Presentation must be made in accordance

40 with the time limits stated in Section 7.04.

41

42 b. Management will provide the Union with any information and/or

43 reasons used as a basis for the grieved action no later than ten

44 (10) calendar days following presentation of the grievance. *This*

45 *requirement to share information and/or reasons for the grieved*

46 *action applies whether or not a Step I meeting is held.*

- 47
- 48 2. Holding the Step I Meeting

49

50 a. Management will hold the meeting within fifteen (15) calendar

51 days following presentation of a grievance.

52

53

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1 **Section 7.05 GRIEVANCE PROCEDURE (Continued)**

- 2
3 b. *Both parties should make every effort to ensure that a Step I*
4 *meeting is held. However, in those circumstances where a Step*
5 *I meeting is not held within fifteen (15) calendar days, as stated*
6 *in Section 7.05C2a and no mutual agreement to extend the time*
7 *limit is reached, or where there is mutual agreement to omit the*
8 *Step I meeting, the grievance shall be considered denied by*
9 *management and will then be escalated to Step II of the*
10 *Grievance Procedure.*

11
12 **NOTE: If the Step I meeting is not held, management is required**
13 **to provide the information specified in Section 7.05C1b.**
14

15 3. Following the Step I Meeting

- 16
17 a. Management will inform the Union of the Company's position
18 and rationale at the conclusion of the Step I meeting.
19

20 D. Step II grievances will be processed according to the following method:

21
22 1. Prior to the Step II Meeting

- 23
24 a. The Union will notify the Company in writing of its intent to
25 ~~escalate the grievance to Step II within thirty (30) calendar days~~
26 ~~following the Step I meeting, or the date when the Step I~~
27 ~~meeting should have been held as stated in Section 7.05C2a.~~
28
29 b. The Union's failure to notify the Company, of its intent to
30 escalate the grievance, within the time limit stated in Section
31 7.05D1a, will result in the grievance being considered withdrawn
32 from the Grievance Procedure.
33

34 2. Holding the Step II Meeting

- 35
36 a. Management will hold the Step II grievance meeting within thirty
37 (30) calendar days of receipt of the Union's written intent to
38 escalate the grievance.
39
40 b. Failure to hold the Step II meeting within the time limit stated in
41 Section 7.05D2a, or when no mutual agreement to extend the
42 date has been reached, will result in the grievance being
43 deemed as settled in favor of the Union. However, the
44 settlement cannot exceed what an arbitrator would have
45 awarded under Sections 7.12 and 7.14.
46

47 3. Following the Step II Meeting

- 48
49 a. Management will send the Step II Company position to the
50 Union and the appropriate Labor Relations Director, in
51 accordance with Section 7.07, at the final disposition of the
52 Step II meeting for grievances involving issues other than
53 dismissal.
54
55 b. Management will inform the Union of the Company's position
56 and rationale at the conclusion of all Step II meetings involving
57 dismissal grievances.

Section 7.05

GRIEVANCE PROCEDURE (Continued)

E. Step III grievances (DISMISSAL GRIEVANCES ONLY) will be processed according to the following method:

1. Prior to the Step III Meeting

- a. The Union will notify the Company in writing of its intent to escalate the grievance to Step III within thirty (30) calendar days following the final disposition of the Step II meeting or the date it was mutually agreed to omit the Step II meeting.
- b. The Union's failure to notify the Company of its intent to escalate the grievance, within the time limits stated in Section 7.05E1a, will result in the grievance being considered withdrawn from the Grievance Procedure.

2. Holding the Step III Meeting

- a. Management will hold the Step III grievance meeting within thirty (30) calendar days of receipt of the Union's written intent to escalate the grievance.
- b. Failure to hold the Step III meeting within the time limit stated in Section 7.05E2a or when no mutual agreement to extend the date has been reached, will result in the grievance being deemed as settled in favor of the Union. However, the settlement cannot exceed what an arbitrator would have awarded under Sections 7.12 and 7.14.

3. Following the Step III Meeting

Management will send the Step III Company position to the Union and the appropriate Labor Relations Director in accordance with Section 7.07.

F. Pending final settlement of the grievance, the Companies shall not thereafter deal directly with the employee concerning said grievance without Union concurrence, but shall deal directly with the Union representative.

Section 7.06 SHARING INFORMATION

A. During the Step I meeting, the Companies and the Union will identify appropriate areas of concern. During Step I and Step II meetings, the Companies and the Union will share facts deemed relevant to the grievance by either party.

B. Disputes over relevancy of information and photocopies will be resolved as follows:

1. The request should be presented in writing to the manager. If the dispute is not resolved at this level within seven (7) calendar days, it shall be referred to:

Section 7.06 SHARING INFORMATION (Continued)

- 2.
 3. The Local Union Officer and District Manager level. If not resolved at this level within seven (7) calendar days, it shall be referred to:
 - 4.
 - 5.
 - 6.
 7. The National Union Representative and Labor Relations Director level. If not resolved at this level within seven (7) calendar days, the Union may elect to:
 - 8.
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- C. The Companies reserve the right to charge the Union for the cost of the photocopies including the wages of the operator of the copying equipment in the event the volume of requests become substantial.

Section 7.07 COMPANY POSITION

The Step II or Step III Company position (as described in 7.05D3 and 7.05E3) shall be sent by certified mail to the National and Local Union in writing within five (5) calendar days of the final Step II or Step III grievance meeting. A copy will also be sent to the appropriate Labor Relations Director.

Section 7.08 UNRESOLVED UNION PRESENTED GRIEVANCES

Any grievance not resolved under Subsections 7.05A and B may be taken to arbitration under the provisions of Sections 7.10 or 7.15.

Section 7.09 EMPLOYEE PRESENTATION

- A. An employee may present his or her grievance to the employee's immediate supervisor within thirty (30) calendar days from the first occurrence, and to other successive levels of management up to and including the Department Manager (or authorized representative) as may be required to resolve the grievance without Union intervention.
- B. The resolution of an employee grievance may not be inconsistent with the terms of this Contract. A Union representative will be given an opportunity to be present at the resolution of any employee grievance concerning the interpretation or application of the terms of this Contract.

Section 7.10 ARBITRATION PROCEDURES

Arbitration cases should be minimal due to effective use of the Problem Resolution Procedures. Arbitration should result in timely awards.

- A. If the Union is not satisfied with the Companies' decision at the final meeting in the grievance procedure, the Union may request that the grievance be arbitrated.

Section 7.10 ARBITRATION PROCEDURES (Continued)

B. Any Regular or Term employee dismissed for just cause may have his or her case considered under the Arbitration Procedures. However, the question as to whether a Regular or Term employee with less than twelve (12) months' net credited service was dismissed without just cause will not be eligible for arbitration.

C. The National Union will notify the Labor Relations Director, in writing, of its desire to meet on the grievance within thirty-five (35) calendar days of receipt of the Step II or Step III Company position letter as described in Section 7.07 above. The meeting between Labor Relations and the National Union will be held within fifteen (15) calendar days of receipt of the written notice. The National Union may elect to waive this meeting and, within the same thirty-five (35) calendar day time limit, notify the Companies of its intention to arbitrate the grievance as specified in 7.10D below. If the Union fails to send either written notice within the time limit stated (35 calendar days), and no mutual agreement to extend the time limit has been reached, the grievance will be considered withdrawn from the grievance process.

D. The Labor Relations Director, or designated representative, will send the final Company position letter to the National Union within five (5) calendar days of the National Union/Labor Relations meeting. Within thirty (30) calendar days following the National Union's receipt of the Companies' final position letter, as described in this Section 7.10D, the Union will notify the Companies in writing of its intention to arbitrate the grievance. This notice will specify the issues involved in the grievance and remedy requested. Specifically it will clarify the Union's original written presentation of the grievance to management. This clarification will define the nature of the grievance; the date of the occurrence; the contractual article/section alleged to have been violated, if applicable, or if not applicable, the source of the alleged violation (e.g., MOA name or number, discipline, documentation); the name of the grievant; and the remedy sought for the purposes of arbitration, expedited arbitration and mediation.

If the Union does not notify the Companies in writing of its intention to arbitrate the grievance within the time limit stated (30 calendar days), and no mutual agreement to extend the time limit has been reached, the grievance will be considered withdrawn from the grievance process.

E. The first day of the arbitration hearing will be held within six (6) months from the date of the Union's notification in writing of its intent to arbitrate the grievance. If the arbitration request involves an employee's dismissal and the six (6) month time limit is exceeded, the period used for computation of any back pay liability for the Company shall not exceed a date six (6) months from the date of the Union's notification of intent to arbitrate the dismissal issue, except when the time limit has been extended by mutual agreement.

Section 7.11 ARBITRATOR

- A. A panel of arbitrators shall be established by the parties for hearing expedited and regular arbitration cases. Upon receipt of the Union's intent to arbitrate, each case will be automatically assigned to an available arbitrator. The first case so heard under this procedure shall be assigned to the arbitrator appearing first on the panel. Subsequent arbitration requests shall be assigned to other arbitrators in the order of their sequential assignment to the panel. If an arbitrator notifies the parties that he or she is unable to accept a case, it will be referred to the next arbitrator on the panel.
- B. Whenever any arbitrator's pending arbitration requests exceed three, additional requests which would otherwise be assigned to him or her in the order of rotation shall be referred to the next arbitrator on the panel.
- C. All eligible grievances shall be handled as follows:
1. Request from the arbitrator, at the time of appointment, two or three proposed alternative hearing dates for hearing days within six (6) months from the date of the Union's notification of its intent to arbitrate. If the arbitrator cannot provide a hearing date within the six (6) month time frame, the parties shall proceed through the remaining arbitrators, in order of appearance, until a hearing date can be scheduled in accordance with the time limits of this Section.
 2. The designated representatives of the Companies and of the Union shall promptly agree on a hearing date, secure a firm commitment on the hearing date from the arbitrator and schedule the hearing in accordance with regular procedures.
 3. If the parties can't agree on a proposed date, then the arbitrator shall schedule a hearing date within the six (6) month time frame.
- D. Grievances involving the suspension of an individual employee or a grievance involving the dismissal of a Regular or Term employee may be handled in accordance with the Expedited Arbitration provisions of Section 7.15 by mutual agreement of the Labor Relations Director and the designated representative of the National Union, except for those which also involve an issue of arbitrability, Contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court actions.

Section 7.12 POWER OF THE ARBITRATOR

- A. The Arbitrator has no authority to add to, subtract from, or otherwise modify the provisions of the Contract.
- B. If the Arbitrator finds that a dismissal was made without just cause, the Arbitrator will either:
1. Reinstatement the employee with back pay computed in accordance with Section 7.14 as limited by Section 7.10E; or

1 **Section 7.12 POWER OF THE ARBITRATOR (Continued)**

- 2
- 3 2. Reduce the dismissal to a suspension and reinstate the employee
- 4 without back pay for the period of suspension set by the Arbitrator as
- 5 limited by Section 7.10E.
- 6
- 7

8 **Section 7.13 ARBITRATOR'S DECISION**

9

- 10 A. Except as provided in Expedited Arbitration, Section 7.15, the Arbitrator will
- 11 render a decision within thirty (30) calendar days from the date the matter
- 12 is submitted.
- 13
- 14 B. All decisions within the power of the Arbitrator will be final and binding on
- 15 all parties.
- 16
- 17 C. Decisions rendered under the provisions of Expedited Arbitration, Section
- 18 7.15, will not constitute a precedent for other cases or grievances and may
- 19 not be cited or used as a precedent in other arbitration matters between
- 20 the parties.
- 21
- 22

23 **Section 7.14 EFFECT OF RESOLUTION**

24

- 25 A. Where employees are reinstated with back pay, the employees will receive
- 26 their regular rate of pay for the time lost, but not for suspension time under
- 27 Section 7.12B2 as limited by Section 7.10E. They will also receive
- 28 reimbursement for any actual expenses incurred and paid by the
- 29 employees during the period of dismissal which would have normally been
- 30 paid by the Companies' Medical, Dental, or Vision Plans. Amounts paid to
- 31 employees will be reduced by an amount equal to the total of the
- 32 termination or layoff allowance received from the Companies at the time
- 33 of dismissal, and any wages earned in other employment. Pacific Bell
- 34 employees will be liable to the State of California, Employment
- 35 Development Department for overpayment of unemployment benefits
- 36 received since date of dismissal. Nevada Bell employees will likewise be
- 37 liable to the State of Nevada, Employment Security Department for such
- 38 overpayments.
- 39
- 40 B. In the event a grievance is arbitrated under the provisions of Expedited
- 41 Arbitration, Section 7.15, any awarded back pay liability shall be computed
- 42 in accordance with the provisions as expressed in Sections 7.12B1 and
- 43 7.12B2, as limited by Section 7.10E.
- 44
- 45

46 **Section 7.15 EXPEDITED ARBITRATION PROCEDURE**

47

48 The procedure for Expedited Arbitration will be as follows:

49

- 50 A. A written stipulation of all facts not in dispute may be submitted to the
- 51 Arbitrator prior to the hearing.
- 52
- 53 B. The hearing will be informal without rules of evidence and without a
- 54 transcript. However, the Arbitrator will satisfy himself or herself that the
- 55 evidence submitted is of a type on which he or she can rely, that the
- 56 hearing is fair in all respects and that all facts necessary to a fair settlement
- 57 and reasonably obtainable are brought before the Arbitrator.

1 **Section 7.15 EXPEDITED ARBITRATION PROCEDURE (Continued)**

- 2
- 3 C. Each party may submit a brief written summary of the issues raised at the
- 4 hearing and arguments supporting its position within five (5) working days
- 5 after the hearing.
- 6
- 7 D. The Arbitrator will render his or her decision within five (5) working days
- 8 after receiving the briefs. He or she will provide the parties a brief written
- 9 statement of the reasons supporting the decision.

10

11

12 **Section 7.16 ARBITRATION EXPENSES**

13

14 The compensation and expenses of the Arbitrator and the general expenses of

15 the arbitration will be borne by the Companies and the Union in equal parts.

16 Each party will bear the expense of its representatives and witnesses.

17

18

19 **Section 7.17 TIME LIMITS**

20

21 The time periods specified in the grievance and arbitration procedures will be

22 calendar days except for Section 7.15 and may be extended by mutual

23 agreement.

24

25

26 **Section 7.18 MEDIATION**

- 27
- 28 A. A grievance that has been appealed to arbitration in accordance with
- 29 Section 7.10 may be presented at a mediation conference before it is
- 30 scheduled for arbitration, except when either party requests that mediation
- 31 be bypassed.
- 32
- 33 B. Within six (6) months of the Union's request for arbitration, the parties will
- 34 schedule a mediation conference to be held at the earliest available date
- 35 of a mediator mutually agreeable to both parties. The mediation
- 36 conference will normally be held in either a Company or Union facility.
- 37 Should the availability of a mediator unnecessarily delay the processing of
- 38 the grievance in the opinion of either party, either party may request that
- 39 the mediation step be bypassed and the grievance be scheduled for
- 40 arbitration.
- 41
- 42 C. The spokesperson for the Company will normally be a Staff Manager -
- 43 Labor Relations. An Area Representative - Communications Workers of
- 44 America will normally represent the Union. An attorney will not be used by
- 45 either party at the mediation conference. The number of employees who
- 46 shall suffer no loss in pay under Article 3, Section 3.02 of the Contract shall
- 47 be no more than two (2). Should additional employees be necessary for
- 48 the complete discovery of facts at the conference, the parties will agree in
- 49 advance on the number of additional employees who will attend the
- 50 conference and suffer no loss in pay under Section 3.02.
- 51
- 52 D. The representatives of the parties are encouraged, but not required to
- 53 present the mediator with a brief written statement of the facts, the issue
- 54 and the arguments in support of their respective positions. If such
- 55 statement is not presented in written form, it shall be presented orally at the
- 56 beginning of the mediation conference.
- 57

Section 7.18 MEDIATION (Continued)

- E. The mediation conference will normally be attended by the grievant, the Local President, the grievant's supervisor and District Level Manager. Attendance at the mediation conference shall be limited to those people actually involved in the mediation conference.
- F. All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
- G. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings. However, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. The rules of evidence will not apply, and no record of the mediation conference shall be made.
- H. The mediator will have the authority to meet separately with Company or Union representatives, but will not have the authority to compel the resolution of a grievance.
- I. The Company and Union spokespersons at the mediation conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference shall not be precedent-setting for other cases or grievances and may not be cited in any other proceeding between the parties. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided. The mediator shall state the grounds of his or her advisory opinion.
- J. If no settlement is reached at the mediation conference, the grievance will be heard in arbitration in accordance with provisions expressed in Section 7.10. Such hearing will be held within six (6) months of the date of the mediation hearing. In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the mediation conference shall not be referred to at the arbitration hearing.
- K. The mediator shall conduct no more than three (3) mediation conferences per day. The fee and reasonable expenses of the mediator will be shared equally by the parties.
- L. In the event that the mediation of a grievance is scheduled, and then postponed or canceled, the parties shall remain liable for the fee specified in Section 7.18K, unless another grievance is substituted for that grievance postponed or canceled.

Section 7.19 DISMISSALS

- A. The Companies agree that no employee will be dismissed without a full and complete investigation by department supervision. The Companies recognize the right of the Union to assist an employee who has been suspended pending investigation, or who has been given notice of dismissal, or who has been dismissed, in presenting and/or appealing the employee's case to the Companies.
- B. When it is necessary to dismiss an employee, the employee must be paid in full immediately for all time due. Every employee who is dismissed will be paid at the place of dismissal.

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ARTICLE 8

LAYOFFS

Section 8.01 LAYOFFS (For Pacific Bell Home Entertainment, see Appendix B, Section B2.01)

- A. The National Union will be notified in writing in the event that either Company deems it necessary to lay off Regular employees due to a change that will materially alter that Company's Business Plan achievement, as described in Article 2, Employment Security, Section 2.01.
- B. Employees who are still surplus after having been given the opportunity to accept reassignment as described in the Force Movement process will be laid off in Inverse seniority order of net credited service.
- C. Regular employees who are laid off will be paid a layoff allowance determined as to amount by their net credited service and basic weekly wage rate at the time of leaving the service, in accordance with the table below:

YEARS OF NET CREDITED SERVICE	NUMBER OF WEEKS AT CURRENT BASIC WAGE RATE*
Less than 6 months	0
6 months but less than 2 years	1
2 years but less than 3 years	2
3 years but less than 4 years	3
4 years but less than 5 years	4
5 years but less than 6 years	6
6 years but less than 7 years	8
7 years but less than 8 years	10
8 years but less than 9 years	12
9 years but less than 10 years	16
10 years but less than 11 years	20
11 years but less than 12 years	24
12 years but less than 13 years	28
13 years but less than 14 years	32
14 years but less than 15 years	36
15 years but less than 16 years	40
16 years but less than 17 years	44
17 years but less than 18 years	48
18 years but less than 19 years	52
19 years but less than 20 years	56
20 years but less than 21 years	60

*Includes job differentials but excludes other differentials

For employees with twenty-one (21) or more years of net credited service, an additional four (4) weeks' pay at the current wage rate will be made for each additional completed year of service.

Section 8.01 LAYOFFS (Continued)

1. For Regular part-time employees, the amount of layoff allowance is determined by reducing the employee's basic weekly wage rate in proportion to the average number of hours worked to the average number of full-time hours applicable to the tour within which the hours were worked during the twenty-six (26) weeks immediately preceding the layoff.

2. Any vacation payment to which the employee is eligible will be made in addition to the layoff allowance.

D. If an employee who has received a layoff allowance is recalled or reengaged, and the number of weeks since the effective date of leaving is less than the number of weeks' pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks will be considered as an advance to the employee by the Companies. Repayment of this amount will be made at the time of reemployment, or through payroll deductions in each payroll period at the rate of at least ten (10) percent per week of the employee's basic weekly wage rate, with the entire amount to be repaid within twelve (12) months of the date reemployed.

~~E. If an employee who has been laid off and given a layoff allowance is~~
subsequently recalled or reengaged and again laid off, the layoff allowance in the case of the second layoff or of any subsequent layoff will be based on the employee's net credited service, less any prior layoff allowance received and not refunded to the Companies. However, no deduction will be made from the second or subsequent layoff allowance if the employee has been back at work for at least twenty-four (24) months since the date of reemployment.

F. Employees specifically designated as surplus and laid off will retain certain recall rights for twenty-four (24) months following the date they left the work group. Recall rights will be administered as follows:

1. Surplus employees who are laid off must submit a form provided by the Companies if they wish to be recalled from layoff. On this form, employees may express their preferences for reassignment or placement after recall. They may designate any job titles for which they are qualified as the job titles in which they wish to be placed should vacancies occur. Employees may also designate as many work locations as they wish for placement consideration. These location designations may be as specific (e.g., a building) or as general (e.g., a city or an entire geographical area) as the employees desire. The employees' preferences may be modified by the submission of a revised form as often as they wish during the twenty-four (24) month period that the employees retain their individual recall rights. Employees laid off under the terms of this Section must keep the Companies informed of the address where they can be reached.

2. Laid off employees will receive placement priority as described in Section 2.04B1b.

Section 8.01 LAYOFFS (Continued)

3. A given employee shall receive only one (1) job offer for a position in the employee's previous work group. The employee will receive only one (1) job offer for a position in the same job title in one (1) work location within a headquarters which the employee requested. The employee will receive a maximum of two (2) job offers in any other job titles for which the employee is qualified. If an employee refuses to accept the one (1) job offer made in either of the first two (2) cases described above or refuses to accept two (2) offers made in the last case, the employee will receive no other job offers.

IF THE EMPLOYEE IS OFFERED	THEN
1. A job in his/her previous work group	no other job offers will be made.
2. A job in the same title in one work location which he/she requested	no other job offers will be made.
3. A job in any other title(s) (than the one held by the employee at the time he/she was displaced) and declines	the employee will be entitled to one more job offer from either 1, 2, or 3.

4. Whenever an employee receives a job offer as described in Section 8.01F3, the employee has three (3) calendar days from the date of the offer in which to accept or reject the job offer. If the employee accepts a job offer, the employee has fifteen (15) calendar days from the date of acceptance to report to work. Failure to report to work within this period will result in the termination of the job offer and the employee will forfeit all recall rights.
5. Laid off employees recalled to a position as described in Section 8.01F3 will not be entitled to relocation benefits.

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ARTICLE 9

OCCUPATIONAL SAFETY AND HEALTH

Section 9.01 Safety is a mutual concern to the Companies and the Union. The Companies and the Union recognize and appreciate that a healthy and safe work environment is in the best interests of the parties and encourage the involvement and participation of employees/Union members in safety and health activities. In order to accomplish this goal, the parties agree to the following:

- A. Pacific Bell and Nevada Bell will each establish with the Union a separate Joint Committee on Occupational Safety and Health (JCOSH). Each JCOSH shall consist of three (3) Union appointed representatives and three (3) Company appointed representatives. The JCOSHs shall be established within thirty (30) days after the ratification of this Contract. Each JCOSH shall:
1. Consider and examine appropriate suggestions from the Union and/or Company which would enhance ongoing health and safety programs.
 2. Make recommendations on health and safety issues to the Company/Union Bargainers, including recommendations on such subjects as surveys and studies. The JCOSH does not have the authority to formulate policy nor enter into agreements on subjects which require collective bargaining. The JCOSH is, however, encouraged to make recommendations to Company officials responsible for health and safety matters, who may in turn authorize the JCOSH to implement recommendations, if appropriate.
 3. Facilitate management and union discussion on local *and statewide* safety issues by encouraging open and forthright discussions at the Business Unit level. *Local and statewide health and safety committees shall keep the JCOSH informed and work with the JCOSH on issues of mutual concern.*
 4. Meet at least quarterly; however, more frequent meetings may be held by mutual consent of the members of the JCOSH. Minutes of each JCOSH meeting shall be prepared and distributed as determined by the Company and Union bargaining spokespersons.
- B. Employees of the Companies who are members of the JCOSHs will be paid for all meetings in accordance with the provisions of Section 3.02 of this Contract.

[illegible]

ARTICLE 10

CONCLUSION

Section 10.01 This Contract shall become effective as of February 5, 2001, and shall continue in effect until 11:59 P.M., (Pacific Standard Time) April 1, 2004. Negotiations on a new Contract shall begin not earlier than sixty (60) days prior to such termination. It is the intention of the parties with respect to the collective bargaining of future contracts replacing this or any subsequent wage, hours, and working conditions contract to conduct their negotiations thereon in such a manner as to reach a new agreement on or before the termination of this present Contract.

IN WITNESS WHEREOF, the parties have caused this consolidated Contract to be signed this 16th day of *March*, 2001, pursuant to the Memorandum of Agreement executed on February 5, 2001.

COMMUNICATIONS WORKERS OF AMERICA

Agreed:

Area Director - District 9

[Signature]
V. Afonso
Magalie Terflinger
Willie
Ray R. Weston
Guadalupe Miranda
John Reynolds

THE COMPANIES

By:

Vice President - Labor Relations

[Signature]
John C. Crotcher
Robert J. Lianini
Lisa M. Hutchins
James M. McAuliffe
Donald G. Flores
Laurie J. Quintal

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APPENDIX A

WORKING CONDITIONS

		<u>PAGE</u>
<u>Section A1</u>	SOUTHERN CALIFORNIA WORKING CONDITIONS FOR:.....	95
	<ul style="list-style-type: none"> • Network Services (except Official Communications Services - Business Office <i>and Business Services Operations ISDN/PCO except Service Representative Title only</i>) • SBC Services, Inc. <ul style="list-style-type: none"> • Human Resources • Corporate Real Estate • Information Technology (except Computer Operator Title) • Procurement (<i>except Administrative Services Titles</i>) • Network Planning & Engineering • Industry Markets - (<i>Access Operations, Testing Technician Title only</i>), (<i>Local Operations Center, except Service Representative Title</i>) • Network Services Staff • Public Communications - Operations Only • SBC Telecom, Inc. - Network Operations • Advanced Solutions, Inc. (except Service Representative and Order Writer Titles only) 	
A1.01	Titles and Applications.....	95
A1.02	Hours of Work	96
A1.03	Work Schedules.....	97
A1.04	Headquarters and Specified Limits	98
A1.05	Overtime and Premium Payments.....	99
A1.06	Seniority.....	101
<u>Section A2</u>	NORTHERN CALIFORNIA AND NEVADA WORKING CONDITIONS FOR:.....	102
	<ul style="list-style-type: none"> • Network Services (except Official Communications Services - Business Office <i>and Business Services Operations ISDN/PCO except Service Representative Title only</i>) • SBC Services, Inc. <ul style="list-style-type: none"> • Human Resources • Corporate Real Estate • Information Technology (except Computer Operator Title) • Procurement (<i>except Administrative Services Titles</i>) • Network Planning & Engineering • Industry Markets - (<i>Access Operations, Testing Technician Title only</i>), (<i>Local Operations Center, except Service Representative Title</i>) • Network Services Staff • Public Communications - Operations Only • SBC Telecom, Inc. - Network Operations • SBC Telecom, Inc. in Las Vegas, NV 	

	<ul style="list-style-type: none"> • <i>Advanced Solutions, Inc. (except Service Representative and Order Writer Titles only)</i> • <i>Pacific Bell Information Services, Maintenance Notification Group</i> • <i>Pacific Telesis Group</i> <ul style="list-style-type: none"> • <i>External Affairs – Nevada Bell only</i> • <i>Regulatory – Nevada Bell only</i> 	
A2.01	Titles and Applications.....	102
A2.02	Hours of Work	103
A2.03	Overtime and Premium Payments.....	105
A2.04	Assignment of Headquarters	106
A2.05	Seniority	106
Section A3	WORKING CONDITIONS FOR:.....	107
	<ul style="list-style-type: none"> • Operator Services only (except <i>Marketing Directory Unit</i>) 	
A3.01	Titles and Applications.....	107
A3.02	Hours of Work.....	107
A3.03	Overtime and Sunday Pay Practices.....	109
A3.04	Seniority	110
A3.05	Differentials.....	111
Section A4	WORKING CONDITIONS FOR:.....	114
	<ul style="list-style-type: none"> • Network Services (Official Communications Services - Business Office only <i>and Business Services Operations ISDN/PCO Service Representative Title only</i>) • Consumer <i>Markets Group</i> • Business Communications Services • Industry <i>Markets (Access Operations, except Testing Technician Title), (Local Operations Center, Service Representative Title only)</i> • <i>SBC Services, Inc.</i> <ul style="list-style-type: none"> • <i>Procurement (Administrative Services Titles)</i> • Information Technology (Computer Operator Title only) • <i>Finance</i> • <i>Business Marketing</i> • <i>Advanced Solutions, Inc. (Service Representative and Order Writer Titles only)</i> • <i>Global Markets</i> • <i>Operator Services (Marketing Directory Unit only)</i> • Public Communications (except Operations) 	
A4.01	Titles and Applications.....	114
A4.02	Hours of Work	114
A4.03	Overtime and Premium Payments.....	116
A4.04	Assignment of Headquarters	117
A4.05	Seniority.....	118

APPENDIX A

Section A1 SOUTHERN CALIFORNIA - NETWORK SERVICES (EXCEPT OFFICIAL COMMUNICATIONS SERVICES - BUSINESS OFFICE *AND BUSINESS SERVICES OPERATIONS ISDN/PCO EXCEPT SERVICE REPRESENTATIVE TITLE ONLY*, *SBC SERVICES, INC.*, HUMAN RESOURCES, CORPORATE REAL ESTATE, INFORMATION TECHNOLOGY (EXCEPT COMPUTER OPERATOR TITLE), PROCUREMENT (*EXCEPT ADMINISTRATIVE SERVICES TITLES*), *NETWORK PLANNING & ENGINEERING*, INDUSTRY MARKETS - (*ACCESS OPERATIONS, TESTING TECHNICIAN TITLE ONLY*), (*LOCAL OPERATIONS CENTER, EXCEPT SERVICE REPRESENTATIVE TITLE*), *NETWORK SERVICES STAFF*, PUBLIC COMMUNICATIONS - OPERATIONS ONLY, *SBC TELECOM, INC. - NETWORK OPERATIONS, ADVANCED SOLUTIONS, INC. (EXCEPT SERVICE REPRESENTATIVE AND ORDER WRITER TITLES ONLY)* WORKING CONDITIONS

The working conditions covered in this Section apply to Pacific Bell employees who are represented by the Communications Workers of America in the following organizations: Network Services (except Official Communications Services - Business Office *and Business Service Operations ISDN/PCO except Service Representative Title only*), *SBC Services, Inc.*, Human Resources, Corporate Real Estate, Information Technology (except Computer Operator Title), Procurement (*except Administrative Services Titles*), *Network Planning & Engineering*, Industry Markets - (*Access Operations, Testing Technician Title only*), (*Local Operations Center, except Service Representative Title*), *Network Services Staff*, Public Communications - Operations Only, *SBC Telecom, Inc. - Network Operations, Advanced Solutions, Inc. (except Service Representative and Order Writer Titles only)* as determined by geographic headquarters assignment to be in Southern California, having the title classifications listed below:

Section A1.01 TITLES AND APPLICATIONS

Analyst	Garage Attendant
Assignment Administrator	Garage Mechanic
Building Mechanic	Maintenance Administrator
Building Specialist	Messenger (Motorized)
Collector	<i>Network Maintenance Specialist</i>
Communications Technician	Operations Administrator
Company Telecommunications	Operations Specialist
Technician	Outside Plant Technician
Computer Operator	RCMA Administrator
Customer Service Associate	Reports Associate
Data Administrator	Services Specialist
Data Specialist	Services Technician
Driver	Splicing Technician
Engineering Administrator	Staff Associate
Engineering Assistant	Supervisor's Assistant
Engineering Cost Associate	Supply Service Attendant
Equipment Installation Technician	Systems Technician
Equipment Specialist	<i>Systems Technician - Data</i>
Facilities Administrator	<i>Communications</i>
Facilities Technician	Testing Technician
FACS Administrator	
<i>Field Job Administrator</i>	

Section A1.02 HOURS OF WORK

A. Eight (8) consecutive hours of work exclusive of a meal period intermission shall constitute a tour, except as provided in Section A1.02I. Four (4) consecutive hours shall constitute a half-tour.

1. A regular tour is the eight-hour work period which is assigned by the Company within a shift and which the employee normally works.

2. A scheduled tour is the eight-hour work period within a shift an employee is scheduled to work on a particular day as provided in Section A1.03.

3. All tours or half-tours will be considered as falling within the calendar day on which the tour or half-tour commences.

B. A regular shift (day, evening or night) is one assigned to an employee for a period of two (2) weeks or more, except that training assignments, vacation reliefs or training reliefs of one (1) week or more are regular shifts. Vacation reliefs shall include any additional days which the employee being relieved may take immediately preceding or following the vacation allowed under Article 6, Section 6.02. A scheduled shift is the one within which an employee's scheduled tour falls.

C. The day shift includes tours starting at or after 6:00 A.M. and prior to 12:00 noon. Normal working hours shall be eight (8) consecutive hours, starting at 8:00 A.M., exclusive of meal period intermission.

D. The evening shift includes tours starting at or after 12:00 noon and not later than 7:00 P.M.

E. A night shift includes tours starting after 7:00 P.M. and prior to 6:00 A.M. No tour shall be scheduled for a period of two (2) weeks or more, which starts later than 12:00 midnight or before 5:00 A.M.

F. The hours of work for all employees shall start and finish at any location designated by their supervisor and in accordance with the provisions of the following:

1. When the designated starting point of work is within the employees' specified limits, their working hours shall start and finish:

a. At designated job locations for non-motorized splicing crews.

b. At Company-owned or rented premises or at customers' premises (P.B.X. locations, sub-storerooms, etc.) for all other employees.

2. Travel time will be computed as provided for in Article 5, Section 5.05C2.

1 **Section A1.02 HOURS OF WORK (Continued)**

2
3 3. When employees are away from headquarters and the location is
4 such that there are no specified limits, their working hours shall start
5 and finish at the camp, hotel or garage designated by the supervisor.
6

7 4. The specified limits referred to in this Section are defined in Section
8 A1.04.
9

10 G. When an employee is being transferred at the direction of the Company to
11 a new headquarters or moved from one job location to another, travel
12 time excluding regular meal periods, shall be considered as time worked,
13 except that when sleeping accommodations on commercial transportation
14 are furnished, travel time falling outside the employee's scheduled tour, or
15 if not scheduled, the employee's regular tour, shall not be paid for.
16

17 H. Meal period intermission shall normally be one (1) hour. Generally, meal
18 period intermissions of less than one (1) hour shall be on the basis of an
19 entire work group in the same title classification at a particular work
20 location as determined by the Company and the Local Union. Where the
21 Company deems it desirable to implement meal periods of different
22 lengths, the change will be negotiated with the Local Union.
23

24 Meal period intermission may be reduced by mutual agreement between
25 the employee and the supervisor.
26

27 1. In those cases where an employee's scheduled meal period is
28 reduced, the employee shall be compensated at the rate of time and
29 one-half (1-1/2) for the portion of the scheduled meal period the
30 employee works. If the employee prefers, his or her schedule shall be
31 adjusted to reflect the reduced *meal* period and earlier quitting time.
32

33 2. In those cases where the employee requests the change, no premium
34 payments will be involved.
35

36 I. Employees working evening and night shifts, and employees working on
37 day shifts where the needs of the service require it in the judgment of the
38 Company, shall be granted a reasonable meal period on Company time.
39 Employees must not leave their work without approval of their supervisors.
40

41 J. The normal workweek shall consist of five (5) scheduled tours or the
42 equivalent in tours and half-tours within a calendar week (Sunday to
43 Saturday inclusive). Employees scheduled to work on Sunday shall be
44 scheduled four (4) additional consecutive days. Any hours assigned in
45 excess of the normal workweek are non-scheduled hours.
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47

48 **Section A1.03 WORK SCHEDULES**

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50 A. A work schedule is the notification to employees of their scheduled work
51 time.
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Section A1.03 WORK SCHEDULES (Continued)

B. Work schedules shall be posted to show the normal week, scheduled Sundays, shift (day, evening or night) and hours. Such schedules shall cover not less than a two-week period and shall be posted at least forty-eight (48) hours prior to the start of such period. When work schedules are posted to cover periods of more than two (2) weeks, the first two-week period shall be considered the basic period for determining an employee's regular shift. Each succeeding two-week period shall become the basic period forty-eight (48) hours prior to the start of such two-week period.

1. The posted work schedule for any such two-week period shall not be changed less than forty-eight (48) hours before the start of the particular two-week period, except as hereinafter provided in this Contract.
2. Work schedules will not be posted for employees who normally work the same hours within the day shift, Monday to Friday, inclusive.
3. Schedules shall be posted in a place accessible to employees involved and shall remain posted during the period covered by such schedule and held available to employees for a period of one (1) year.

C. In no case shall less than a half-tour be scheduled as a part of the normal workweek.

D. Except as provided for in Article 5, Sections 5.01I and 5.04H of this Contract, unless an employee is given at least forty-eight (48) hours' notice of a change in the days or hours the employee is scheduled to work, the employee will be permitted to work the days or hours originally scheduled and any other time which the employee is required to work shall be in addition to that originally scheduled.

The foregoing paragraph will not apply under the following conditions:

1. When changes in days to be worked are made at the employee's request, with the approval of supervision.
2. When changes are made between day, evening or night shifts for which a premium is paid.
3. When an employee is scheduled to work and is excused with pay.

Section A1.04 HEADQUARTERS AND SPECIFIED LIMITS

A. Headquarters as used in this Section is the territory within the base rate area of an exchange, for example, Los Angeles, Glendale, San Pedro, etc., in which an employee is regularly assigned to work.

Section A1.04 HEADQUARTERS AND SPECIFIED LIMITS (Continued)

- B. Specified Limits as used in this Section is the headquarters boundary, except that within the Los Angeles Headquarters the specified limits shall be identical with the zone boundaries. Zones shall consist of the territory within the base rate area boundary included within the following office boundaries:

ZONE A

Angelus - 3434 E. 4th
Capitol - 2445 Daly
Clinton - 1207 N. Ave. 56
Madison - 433 S. Olive

ZONE C

Dunkirk - 720 S. Rampart
Hollywood - 1429 N. Gower
Huntley - 111 N. Union
Melrose - 8075 Melrose
Normandy - 1255 N. Vermont
Sunset - 7323 Sunset
Webster - 666 S. La Brea

ZONE B

Adams - 501 E. Vernon
Axminster - 3233 W. Vernon
Lorain - 9420 Long Beach Blvd.,
South Gate
Ludlow - 6822 Santa Fe,
Huntington Park
Pleasant - 6900 S. Vermont
Plymouth-10600 S. Vermont
Republic - **1935 W. Adams**
Richmond - 1900 S. Grand
Spruce - 6931 Atlantic Ave., Bell

- C. All employees shall be assigned a headquarters. Headquarters for new employees may be assigned at the time hired or upon completion of initial training in formal Company schools.
- D. All employees assigned to the Los Angeles Headquarters shall also be assigned to the zone in which they regularly work.
- E. An employee's headquarters shall not be changed for a period of less than six (6) consecutive months, except when the change is made at the request of the employee.
- F. An employee's zone shall not be changed for a period of less than thirty (30) consecutive days, except when the change is made at the request of the employee.

Section A1.05 OVERTIME AND PREMIUM PAYMENTS

- A. When an employee has not been relieved for five (5) consecutive hours or more during the twenty-four (24) hours immediately preceding a period of work, whether scheduled or extra time, the employee shall be paid at the premium rate from the starting time of such period of work until relieved from duty.
- B. All time worked for a period beginning three (3) hours or more before the employee's scheduled tour, or if not scheduled, the employee's regular tour, and continuing until relieved from duty shall be paid for at the premium rate.
- C. The same conditions with respect to travelling time as covered in Article 5, Section 5.04K of this Contract will apply to all changes in starting time when the notification to the employee of such a change is made after 11:00 P.M. and prior to 6:00 A.M., unless such notification is given the employee while at work.

Section A1.05 OVERTIME AND PREMIUM PAYMENTS (Continued)

D. When an employee is scheduled for a period of less than two (2) weeks to a shift other than the employee's regular shift, all hours worked shall be paid for at the premium rate, except as follows:

1. When the employee requests a change for personal reasons, the straight-time rate, including any applicable differential, will be paid.
2. An employee receiving a shift differential who is temporarily assigned to a day shift in connection with training assignments, vacation reliefs or training reliefs for a period of one (1) week or more but less than two (2) weeks, shall retain the shift differential but shall not receive premium pay for the change of shift. Such vacation relief shall be deemed to include any additional days which the employee on vacation may take immediately preceding or following the employee's vacation.
3. An employee temporarily assigned to an evening or night shift in connection with training assignments, vacation reliefs or training reliefs for a period of one (1) week or more, shall receive the appropriate shift differential, but shall not receive premium pay for the change of shift. Such vacation relief shall be deemed to include any additional days which the evening or night shift employee may take immediately preceding or following the employee's vacation.

E. The Company shall distribute the opportunity to work time which requires payment at premium rates as equitably as the needs of the service will permit. Representatives of the Company and the Union shall endeavor to determine the employee groups which are appropriate for this purpose. In the event of failure to reach agreement, final determination of the appropriate employee groups will be made by the Highest Level below Officer or an authorized representative. The provisions of this Section shall not be subject to arbitration.

1. Lists shall be maintained on an accumulative basis for each appropriate employee group showing the distribution in terms of equivalent hours separately for 1) scheduled Sunday and holiday work and other scheduled work paid for at the premium rate; 2) all non-scheduled work. When time worked during an employee's normal workweek results in premium payments for a scheduled day, only the premium portion shall be included in the list. Such lists shall be made available in a place mutually agreeable for ready inspection by any employee in the group.

1 **Section A1.06 SENIORITY**

- 2
- 3 A. Seniority, wherever used in this Contract, shall mean net credited service as
- 4 shown by the records of the Company.
- 5
- 6 B. A vacancy shall not be deemed to exist for:
- 7
- 8 1. Any period of sickness or accident disability absence, or
- 9
- 10 2. Leaves of absence not to exceed ninety (90) days, or other temporary
- 11 absences not to exceed six (6) months, or
- 12
- 13 3. Absences for formal training not to exceed one (1) year, or other
- 14 training not to exceed nine (9) months, or
- 15
- 16 4. In the case of relief assignments arising out of absences, as covered
- 17 in 1, 2, or 3 of this Section.
- 18
- 19 C. The Company shall take seniority into consideration in selecting employees
- 20 for training. Nothing in this provision shall limit the Company's right to
- 21 select employees for training who, in its judgment, are best qualified to
- 22 receive such training. Neither the provisions of this Section nor their
- 23 application shall be subject to arbitration.
- 24
- 25 D. Seniority shall be considered in the assignment of hours within a shift
- 26 among those qualified employees regularly assigned to the shift.
- 27
- 28 E. Whenever two (2) or more shifts which carry the same premium payments
- 29 are scheduled for the same day, employees scheduled to work such shifts
- 30 by the Company may exercise a choice of shifts, at the time work
- 31 schedules are prepared, in the order of their seniority provided their job
- 32 qualifications, as determined by the Company, are adequate to meet the
- 33 demands of the service.
- 34
- 35 F. The provisions of this Section may be suspended by the Company when
- 36 such action is required by the demands of the service. The phrase
- 37 "demands of the service" means any or all requirements necessary to
- 38 improve and protect the service, adjust the force between hours, shifts and
- 39 locations, care for the training needs of the force and determine the
- 40 qualifications of an employee for any assignment. The determination of
- 41 the demands of the service rests with the Company. When any or all of the
- 42 provisions of this Article have been suspended because of the demands of
- 43 the service as herein defined, the Company will notify the Union as soon as
- 44 practicable.
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Section A2 NORTHERN CALIFORNIA **AND NEVADA** - NETWORK SERVICES (EXCEPT OFFICIAL COMMUNICATIONS SERVICES - BUSINESS OFFICE **AND BUSINESS SERVICES OPERATIONS ISDN/PCO EXCEPT SERVICE REPRESENTATIVE TITLE ONLY**), **SBC SERVICES, INC.**, HUMAN RESOURCES, CORPORATE REAL ESTATE, INFORMATION TECHNOLOGY (EXCEPT COMPUTER OPERATOR TITLE), PROCUREMENT (**EXCEPT ADMINISTRATIVE SERVICES TITLES**), **NETWORK PLANNING & ENGINEERING**, INDUSTRY MARKETS - (**ACCESS OPERATIONS, TESTING TECHNICIAN TITLE ONLY**), (**LOCAL OPERATIONS CENTER, EXCEPT SERVICE REPRESENTATIVE TITLE**), **NETWORK SERVICES STAFF**, PUBLIC COMMUNICATIONS - OPERATIONS ONLY, **SBC TELECOM, INC. - NETWORK OPERATIONS, SBC TELECOM, INC. IN LAS VEGAS, NV, ADVANCED SOLUTIONS, INC. (EXCEPT SERVICE REPRESENTATIVE AND ORDER WRITER TITLES ONLY)**, **PACIFIC BELL INFORMATION SERVICES, MAINTENANCE NOTIFICATION GROUP, PACIFIC TELESIS GROUP, EXTERNAL AFFAIRS - NEVADA BELL ONLY, REGULATORY - NEVADA BELL ONLY** WORKING CONDITIONS

The working conditions covered in this Section apply to Pacific Bell and *Nevada Bell* employees who are represented by the Communications Workers of America in the following organizations: Network Services (except Official Communications Services - Business Office) **and Business Services Operations ISDN/(PCO except Service Representative Title only)**, **SBC Services, Inc.**, Human Resources, Corporate Real Estate Information Technology (except Computer Operator Title), Procurement (**except Administrative Services Titles**), **Network Planning & Engineering**, Industry Markets - (**Access Operations, Testing Technician Title only**), (**Local Operations Center, except Service Representative Title**), **Network Services Staff**, Public Communications - Operations Only, **SBC Telecom, Inc. - Network Operations, SBC Telecom, Inc. in Las Vegas, NV, Advanced Solutions, Inc. (except Service Representative and Order Writer Titles only)**, **Pacific Bell Information Services, Maintenance Notification Group, Pacific Telesis Group, External Affairs - Nevada Bell only, Regulatory - Nevada Bell only** as determined by geographic headquarters assignment to be in Northern California **or Nevada**, having the title classifications listed below:

Section A2.01 TITLES AND APPLICATIONS

Analyst	Garage Mechanic
Assignment Administrator	Human Resources Operations Associate
Building Mechanic	Associate
Building Specialist	Maintenance Administrator
Collector	Maintenance Notification Associate (PBIS MNG only)
Combination Technician (Nevada Only)	Medical Assistant
Communications Technician	Messenger (Motorized)
Communications Telecommunications Technician	Network Maintenance Specialist
Computer Operator	Operations Administrator
Customer Service Associate	Operations Specialist
Data Administrator	Outside Plant Technician
Data Specialist	RCMA Administrator
Driver	Reports Associate
Engineering Administrator	Services Specialist
Engineering Assistant	Services Technician
Engineering Cost Associate	Splicing Technician
Equipment Installation Technician	Staff Associate
Equipment Specialist	Supervisor's Assistant
Facilities Administrator	Supply Service Attendant
Facilities Technician	Supply Specialist (Nevada only)
FACS Administrator	Systems Technician
Field Job Administrator	Systems Technician - Data Comm
Garage Attendant	Testing Technician

Section A2.02 HOURS OF WORK

A. Eight (8) consecutive hours, exclusive of meal period, shall constitute a full shift, except as provided in Section A2.02H. Four (4) consecutive hours, exclusive of meal period, shall constitute a half shift. A regular shift (day, evening or night) is one scheduled to be an employee's shift for a period of not less than two (2) weeks.

1. Temporary changes from a regular shift for periods of one calendar week or more but less than two (2) calendar weeks, within a basic period as defined in Section A2.02A2 below, for vacation reliefs, classroom training reliefs or classroom training assignments shall be deemed regular shifts and shall be paid for at straight-time plus any applicable shift differential. Temporary changes for vacation relief shall be deemed to include any additional days which the employee may take immediately preceding or following the employee's vacation.

2. Work schedules shall be posted to show the normal week, scheduled Sundays, shift (day, evening or night) and hours. Such schedules shall cover not less than a two-week period and shall be posted at least forty-eight (48) hours prior to the start of such period. Where work schedules are posted to cover periods of more than two (2) weeks, the first two-week period shall be considered the basic period for determining an employee's regular shift. Each succeeding two-week period shall become the basic period forty-eight (48) hours prior to the start of such two-week period.

The posted work schedule for any such two-week period shall not be changed less than forty-eight (48) hours before the start of the particular two-week period, except as hereinafter provided in this Contract.

3. Work schedules will not be posted for employees who normally work the same hours within the day shift, Monday to Friday, inclusive.

4. Temporary changes on a scheduled day between day, evening or night shifts, that is, a change from a day shift to a night shift, a night shift to an evening shift, etc., shall not be construed as a change in schedule.

B. A day shift is a shift starting at or after 6:00 A.M. and prior to 12:00 noon. The normal working hours of a day shift will be from 8:00 A.M. to 12:00 noon and 1:00 P.M. to 5:00 P.M.

C. An evening shift is a shift starting at or after 12:00 noon and not later than 7:00 P.M.

D. A night shift is a shift starting after 7:00 P.M. and not later than 12:00 midnight.

Section A2.02 HOURS OF WORK (Continued)

E. No shift shall be scheduled to start later than 12:00 midnight or before 5:00 A.M. No shift shall be scheduled to end after 1:00 A.M. or before 5:00 A.M. No half-shift shall be scheduled between the hours of 12:00 midnight and 6:00 A.M.

F. All shifts or half-shifts will be considered as falling within the calendar day on which the shift or half-shift commences.

G. Assigned shifts on Sundays and holidays shall be such hours as the service may require and shall not be for less than four (4) hours.

H. Employees working evening and night shifts, and employees working on day shifts where the needs of the service require it in the judgment of the Company, shall be granted a reasonable meal period on Company time. Employees must not leave their work without the approval of their supervisor.

I. The workweek shall normally consist of five (5) full shifts within a calendar week. When necessary, the workweek may consist of full shifts on certain days and half-shifts on the other days. Not more than two (2) half-shifts per employee shall be scheduled in any one workweek. Employees scheduled to work on Sunday shall be scheduled four (4) additional consecutive days.

Holidays paid for which fall on an employee's scheduled workday shall be considered a part of the normal workweek described above whether worked or not.

J. Meal period intermission shall normally be one (1) hour. Generally, meal period intermissions of less than one (1) hour shall be on the basis of an entire work group in the same title classification at a particular work location as determined by the Company and the Local Union. Where the Company deems it desirable to implement meal periods of different lengths, the change will be negotiated with the Local Union.

Meal period intermission may be reduced by mutual agreement between the employee and the supervisor.

1. In those cases where an employee's scheduled meal period is reduced, the employee shall be compensated at the rate of time and one-half (1-1/2) for the portion of the scheduled meal period the employee works. If the employee prefers, his or her schedule shall be adjusted to reflect the reduced *meal* period and earlier quitting time.

2. In those cases where the employee requests the change, no premium payments will be involved.

1 **Section A2.02 HOURS OF WORK (Continued)**

2
3 K. The specified limits referred to in this Section shall generally be the base
4 rate area boundary of an exchange.

5
6 1. Employees working within specified limits shall report on the job or at
7 the garage, in accordance with their supervisor's instructions, at the
8 beginning of their regular shift and leave the job or garage at the
9 end of their regular shift. When working outside specified limits, they
10 shall report at the start and end of their regular shift at the garage or
11 other location within the specified limits in accordance with their
12 supervisor's instructions.

13
14 2. When the location of the work is such that there are no specified limits
15 the Company will provide transportation from the hotel, camp or
16 garage to the work and return, to be used at the option of the
17 employee. Shifts shall start and end at the hotel, camp or garage, as
18 determined by the supervisor.

19
20 3. Travel time will be computed as provided for in Article 5, Section
21 5.05C2.

22
23
24 **Section A2.03 OVERTIME AND PREMIUM PAYMENTS**

25
26 A. Time worked beginning three (3) hours or more before the start of an
27 employee's shift and not continuing into the shift, shall be paid for at the
28 rate of one and one-half (1-1/2) hours' pay for each hour worked. The
29 minimum time paid for shall be two (2) hours.

30
31 B. Time worked beginning three (3) hours or more before the start of an
32 employee's shift and continuing into the employee's shift shall be paid for
33 at the rate of one and one-half (1-1/2) hours' pay for each hour worked
34 until the employee is relieved from duty, except as provided in Article 5,
35 Section 5.04H. Meal period intermission shall not constitute a relief from
36 duty.

37
38 C. When an employee has not been relieved for five (5) consecutive hours or
39 more during the twenty-four (24) hours immediately preceding the
40 employee's regular shift, the employee shall be paid at the rate of one and
41 one-half (1-1/2) hours' pay for each hour worked during such shift and
42 thereafter until relieved from duty for five (5) consecutive hours or more,
43 except as provided in Article 5, Section 5.04H.

44
45 D. Overtime will apply to all time consumed in traveling when employees are
46 being transferred to new headquarters or moved from one job location to
47 another when such traveling follows and is a continuation of a regular shift,
48 provided that when sleeping accommodations are furnished, no overtime
49 will be allowed.

1 **Section A2.03 OVERTIME AND PREMIUM PAYMENTS (Continued)**

- 2
3 E. Except as provided for in Article 5, Sections 5.01I and 5.04H of this Contract
4 unless an employee is given at least forty-eight (48) hours' notice of a
5 change in the days or hours the employee is scheduled to work, the
6 employee will be permitted to work the days or hours originally scheduled
7 and any other time which the employee is required to work shall be in
8 addition to that originally scheduled.
9

10 The foregoing paragraph will not apply under the following conditions:

- 11
12 1. When changes in days to be worked are made at the employee's
13 request, with the approval of supervision.
14
15 2. When changes are made between day, evening or night shifts for
16 which a premium is paid.
17
18 3. When an employee is scheduled to work and is excused with pay.
19
20 F. Changes from the regular shift will be paid for at the rate of one and one-
21 half (1-1/2) hours' pay for each hour worked off shift and the premium
22 payment will cease when the employee's regular shift resumes. A change
23 of shift is interpreted to mean a change between day, evening or night
24 shift. When an employee requests a change in shift for personal reasons,
25 straight-time will be paid.
26
27 G. The Company will endeavor to distribute the opportunity to work extra time
28 which requires payment at premium rates as equitably as the needs of the
29 service will permit. The Company will determine the employee groups
30 which are appropriate for this purpose. No grievance arising from the
31 application or interpretation of this Section shall be subject to arbitration.
32
33

34 **Section A2.04 ASSIGNMENT OF HEADQUARTERS**

35
36 Headquarters for each employee in this bargaining unit will be the exchange to
37 which the employee is assigned. Employees shall not have their headquarters
38 changed for a period of less than six (6) months except when the change is at
39 the employee's request.
40
41

42 **Section A2.05 SENIORITY**

43
44 Seniority, based on net credited service as shown by records of the Company,
45 shall have application to the following:
46

- 47 A. Seniority shall be considered in the assignment of hours within a shift
48 among those qualified employees regularly assigned to the shift.
49
50 B. The selection of vacation dates within each vacation schedule, as
51 provided in Article 6, Section 6.02.
52
53
54
55
56
57

1 **Section A3 OPERATOR SERVICES ONLY (EXCEPT *MARKETING DIRECTORY UNIT*)**
2 **WORKING CONDITIONS**

3
4 The working conditions covered in this Section apply to Pacific Bell *and Nevada*
5 *Bell* employees who are represented by the Communications Workers of America
6 in Operator Services only (except *Marketing Directory Unit*) having the title
7 classifications listed below:

8
9 **Section A3.01 TITLES AND APPLICATIONS**

10
11 A. Central Office Employees:

12 Central Office Associate
13 Operator (All Classifications)
14 Service Assistant
15 *Service Assistant - Bilingual*
16 Translations Operator
17

18
19 B. Office and Clerical Employees:

20 Computer Operator
21 Data Administrator
22 Data Specialist
23 Office Associate
24 Reports Associate
25 Staff Associate
26 Supervisor's Assistant
27

28
29 C. Other Employees:

30 Services Specialist
31
32

33
34 **Section A3.02 HOURS OF WORK**

35
36 A. Seven and one-half (7-1/2) hours, excluding meal intermissions but
37 including relief periods, shall constitute a full tour of duty for employees
38 with titles listed in Section A3.01A, except as provided in Subsections 1, 2, 3
39 and 5 following. Eight (8) hours, excluding meal intermissions but including
40 relief periods, shall constitute a full tour of duty for all other employees.
41

- 42 1. A tour of duty ending at 10:01 P.M., or after, but not all-night tours,
43 shall be six (6) hours in length, including a half-hour combined relief
44 and *meal* period, and shall be considered and treated as a full tour
45 of duty.
46
47 2. A tour of duty ending between 9:00 P.M. and 10:00 P.M., both
48 inclusive, shall be seven (7) hours in length, excluding intermission for
49 meals but including relief periods, and shall be considered and
50 treated as a full tour of duty.
51
52 3. A tour of duty ending between 8:00 P.M. and 8:59 P.M., both inclusive,
53 for employees with a title listed in Section A3.01A shall be seven (7)
54 hours in length, excluding intermission for meals but including relief
55 periods, and shall be considered and treated as a full tour of duty.
56
57

Section A3.02 HOURS OF WORK (Continued)

4. A tour of duty ending between 7:01 P.M. and 8:59 P.M. both inclusive, for employees with a title listed in Section A3.01C shall be seven and one-half (7-1/2) hours in length, excluding intermission for meals but including relief periods, and shall be considered and treated as a full tour of duty.

5. An all-night tour of duty in offices where more than one employee is regularly scheduled for all-night duty shall be seven (7) hours in length, excluding intermission for meals but including relief periods, and shall be considered and treated as a full tour of duty. In offices where only one employee is regularly scheduled for all-night duty, all-night tours shall be seven (7) hours in length, including an on-duty *meal* period and relief periods and shall be considered as a full tour.

B. The basic workweek shall consist of five (5) full tours or the equivalent thereof within a calendar week. Weekly assignments for full-time employees shall consist normally of five (5) full tours. When necessary to meet service demands, weekly assignments may consist of four (4) full tours on certain days and two (2) half tours on other days. ***For Nevada employees, the work schedules shall cover not less than a two-week period and shall be posted at least forty-eight (48) hours prior to the start of such period.***

C. RELIEF PERIODS FOR CENTRAL OFFICE EMPLOYEES:

1. Relief periods will be scheduled at exchanges regularly having a force of ten (10) or more Operators on duty in the busy hours.
2. In exchanges where reliefs are scheduled, the relief periods will be for fifteen (15) minutes in each of the two (2) sessions of the seven (7), seven and one-half (7-1/2) hour tours and shall be given as near the middle of the session as practicable. No relief period shall start or end less than one (1) hour from the start or end, respectively, of any session.
3. Scheduled reliefs will not be cancelled or curtailed except in case of emergency.
4. At exchanges where reliefs are not scheduled, the management supervisor shall arrange as a regular routine for each employee to be granted a relief during each session of the employee's tour at a time which most closely suits the needs of the employee and the office. The length of such a relief shall be fifteen (15) minutes.

1 **Section A3.03 OVERTIME AND SUNDAY PAY PRACTICES**

2
3 **A. ASSIGNED OVERTIME AND SUNDAY PAY TREATMENT:**

- 4
5 1. Time paid for but not worked on a holiday which falls Monday through
6 Friday in the calendar week and time paid for but not worked on
7 Personal Days Off, shall be included as time worked in the workweek.
8 Time worked in excess of the basic workweek shall be paid for at the
9 rate of one and one-half (1-1/2) hours' pay for each such hour
10 worked, except that both overtime and Sunday or holiday payments
11 shall not be made for the same hours worked. The following time shall
12 not be included when determining time worked in excess of the basic
13 workweek:
14
15 a. Time paid for but not worked, except holiday pay and Personal
16 Day Off pay as provided in Section A3.03A1 above and time
17 which is considered as time worked in accordance with Article
18 3, Section 3.02B3.
19
20 b. Time worked in excess of a full tour of duty on any day.
21
22 2. All Sunday work for employees having titles listed in Section A3.01A
23 shall be distributed among employees of an office on a rotational
24 assignment basis, except that the Company may require such
25 employees to work as it deems necessary to meet the needs of the
26 service. If there are sufficient employees regularly desiring Sunday
27 work, employees may be excused from Sunday work.
28

29 **B. CALL-OUTS - ON A SCHEDULED WORK DAY**

30
31 The following shall apply when an employee covered by this Section is
32 notified on the day of a scheduled tour that the employee's immediate
33 services are required:
34

- 35 1. When employees are called for work which requires their immediate
36 services, work time starts from time of notification and includes normal
37 traveling time to home except when the employee continues to the
38 end of a scheduled tour or half-tour, or the employee requests, and is
39 granted time off with or without pay (in accordance with current
40 office practices), in which case compensation ceases when the
41 employee is relieved from duty and no time allowance shall be made
42 for returning home.
43
44 2. When employees are notified that their immediate services are
45 required, after having worked all or part of a scheduled tour, they
46 shall be paid from the time of notification at the rates applicable
47 (premium, holiday, straight-time, etc.) for a minimum period of two (2)
48 hours including travel time to home.
49
50
51
52
53
54
55
56
57

Section A3.03 OVERTIME AND SUNDAY PAY PRACTICES (Continued)

C. CALL-OUTS - ON A NON-SCHEDULED DAY

The following shall apply when employees covered by this Section are notified on a non-scheduled day that their immediate services are required:

When employees are notified that their immediate services are required on other than a scheduled workday, they shall be paid from time of notification at the rates applicable (premium, holiday, straight-time, etc.) for a minimum period of two (2) hours including traveling time to home.

- D. When travel time is paid under the provisions of Section A3.03B1 and A3.03C, employees shall be reimbursed for mileage.

Section A3.04 SENIORITY

- A. The establishment of employees' seniority dates is governed by such rules of procedure as are agreed upon from time to time by the Union and the Company. For this purpose, net credited service, as shown by the records of the Company, shall be used unless changed by mutual agreement.

- B. Equitable assignment of hours of work and vacation periods shall be made by allowing employees precedence in selection of assignments from the schedules in accordance with the order of their established seniority dates.

- C. In making assignments in higher-rated non-management title classifications specified in Section A3.01, the Company will select the employee who, in its judgment, is best qualified for the assignment. When two or more employees are judged by management to be equally qualified, seniority shall determine the choice. The provisions of this Section may be referred to the grievance procedure set forth in Article 7, Section 7.05 but neither the provisions of this Section nor their application shall be subject to arbitration.

- D. All seniority considerations are subject to the needs of the service, which include any and all requirements necessary to protect the service, to meet satisfactory adjustments and scheduling of the force, to care for training needs and to determine the qualifications of an employee for an assignment. Determination of the "needs of the service" rests solely with management.

- E. For employees temporarily transferred between exchanges within the territorial limits of this bargaining unit, or into the territory covered by this bargaining unit, seniority in regard to selection of hours at the exchange to which they are transferred will start with the date of temporary transfer.

Section A3.05 DIFFERENTIALS

A. An employee having a title listed in Section A3.01A who works an early morning tour beginning before 6:00 A.M., or an evening or night tour of duty shall receive the wage differential applying as shown below. The amount of wage differentials as specified in Appendix C, is for one (1) full tour of duty. The differential will be added to the basic wage rate in computing vacation, overtime, holiday and Sunday payments.

1. If a tour to which a differential is applicable is worked as assigned, the full differential is payable.

2. If a tour to which a differential is applicable is not completed due to an employee's being excused, the full differential is payable if the remainder of the tour is paid for.

3. If a tour to which a differential is applicable is not completed due to an employee's being absent, whether excused or unexcused, and the remainder of the tour is not paid for, the differential payable will be the differential, if any, applicable at the end of the time paid for, except as provided herein:

a. When an employee assigned to work a seven and one-half hour evening tour leaves the job and is paid to a time when an eight-hour differential is in effect, or when an employee assigned to work a seven-hour evening tour leaves the job and is paid to a time when a seven and one-half or eight-hour differential is in effect, or when an employee assigned to work a six-hour evening tour leaves the job and is paid to a time when a seven-hour, seven and one-half hour or eight-hour differential is in effect, the differential shall be the lowest differential applicable to the type of tour (seven and one-half, seven or six-hour) originally assigned.

b. An all-night employee will receive the full night differential when absent part of the tour.

4. A full differential is payable for a part-time evening tour, and an uncompleted part-time assignment is subject to the same treatment accorded full-time assignments in Section A3.05A3.

5. For each day of paid vacation or each day of excused time paid for and of each paid holiday not worked, an employee will receive the normal daily differential as shown in Appendix C. Where an employee's assignments are such as to vary in the frequency and amount of differential paid, the assignments for the days on which the employee was absent will determine the differential to be paid, or, if no assignment has been made, the differential applying shall be determined as follows:

a. The differential, if any, for paid days of a vacation week shall be that applicable to the first five (5) assigned workdays or paid days of the week preceding the start of vacation.

Section A3.05 DIFFERENTIALS (Continued)

- b. The differential for a day of excused time paid for or a paid holiday not worked shall be that applicable to the assignment on the corresponding day of the preceding calendar week. If the corresponding day of the preceding week was not an assigned workday, then the differential applicable to the last assigned workday, preceding the absent day or holiday, shall apply.
- B. Relief of an employee in a higher-rated title, other than as specified in Section A3.05B4 shall be compensated for by a daily differential, if such period of relief is half a tour or more and provided the relieving employee is qualified by training or experience, as determined by the Company, as follows:
1. Three dollars (\$3.00) when an Operator relieves a Service Assistant, *Service Assistant - Bilingual* or Central Office Associate.
 2. Eight dollars (\$8.00) when a central office employee relieves an employee with any management title.
 3. Eight dollars (\$8.00) when an employee with a title listed in A3.01B relieves a management employee provided the relieving employee assumes all the duties of the relieved employee. Three dollars (\$3.00) when an employee with a title listed in A3.01B relieves a higher-rated employee also listed in A3.01B provided the relieving employee assumes all the duties of the relieved employee.
 4. The appropriate higher-rated title shall be assigned effective with the first day of duty relieving an employee having a higher-rated title when the relief assignment is:
 - a. On a full-time basis for at least five (5) full tours within a period of seven (7) consecutive days, or
 - b. planned to continue for four (4) consecutive weeks or longer and is for at least two and one-half (2-1/2) days per week, or
 - c. has been worked at least two and one-half (2-1/2) days per week for a period of four (4) consecutive weeks or more.
- C. An Operator who, for half a tour or more, operates the control position of a switchboard designed for Operator training shall be paid a daily differential in the amount of forty cents (\$.40) above the employee's basic wage rate.
- D. The differential specified in Section A3.05B and A3.05C will be added to the basic wage rate in computing payments for overtime work and time worked on holidays and Sundays. Such differentials shall not be added to the basic wage rate in computing payments for vacations, holidays not worked and other excused paid time.

1 **Section A3.05 DIFFERENTIALS (Continued)**

2
3 E. Services Specialists shall be paid in accordance with the applicable wage
4 schedules included in Appendix C. Services Specialists who relieve
5 employees carrying a higher job title will be paid in accordance with
6 Article 4, Section 4.02 or Service Specialists who relieve a manager will be
7 paid in accordance with Article 5, Section 5.02.

8
9 The relief differential specified above will be added to the basic wage
10 rate in computing payments for overtime work and time worked on
11 holidays and Sundays. Such differentials shall not be added to the basic
12 wage rate in computing payments for vacations, holidays not worked
13 and other excused paid time.

14
15
16 **DUTIES OF SERVICE ASSISTANT *AND***
17 ***SERVICE ASSISTANT-BILINGUAL***

18
19
20 Conduct initial and supplemental training of Operators.

21
22 Provide console coverage to assist Operators, other employees and customers in
23 the handling of calls, including emergency calls. Handle customer calls at an
24 operating position in emergency conditions, when directed by management.

25
26 Take charge of the office when assigned, such as on Sundays, holidays or other
27 periods or substitute in higher positions when directed by management.

28
29 Perform miscellaneous activities assigned by management, which may include:

- 30
31 1. Conduct actual work time studies.
- 32
33 2. Inform Operators of changes in operating practices and procedures.
- 34
35 3. Process emergency requests.
- 36
37 4. Check Operators on and off duty.
- 38
39 5. Perform miscellaneous ticket activities.
- 40
41 6. Analyze employees' operating skills to determine training needs.

42
43 The above outline covers generally the principal duties of the Service Assistant
44 *and Service Assistant-Bilingual*. Other duties of the same general type
45 customarily performed are not listed, and their exclusion shall not be construed
46 as limiting the duties to the items listed above.

Section A4 NETWORK SERVICES (OFFICIAL COMMUNICATIONS SERVICES - BUSINESS OFFICE ONLY *AND BUSINESS SERVICES OPERATIONS ISDN/PCO SERVICE REPRESENTATIVE TITLE ONLY*), CONSUMER *MARKETS GROUP*, BUSINESS COMMUNICATIONS SERVICES, INDUSTRY *MARKETS (ACCESS OPERATIONS, EXCEPT TESTING TECHNICIAN TITLE), (LOCAL OPERATIONS CENTER, SERVICE REPRESENTATIVE TITLE ONLY), SBC SERVICES, INC. PROCUREMENT* (ADMINISTRATIVE SERVICES TITLES), INFORMATION TECHNOLOGY (COMPUTER OPERATOR TITLE ONLY); *OPERATOR SERVICES (MARKETING DIRECTORY UNIT ONLY), FINANCE, BUSINESS MARKETING, ADVANCED SOLUTIONS, INC. (SERVICE REPRESENTATIVE AND ORDER WRITER TITLES ONLY), GLOBAL MARKETS*, PUBLIC COMMUNICATIONS (EXCEPT OPERATIONS) WORKING CONDITIONS

The working conditions covered in this Section apply to Pacific Bell *and Nevada Bell* employees who are represented by the Communications Workers of America in Network Services (Official Communications Services - Business Office only *and Business Services Operations ISDN/PCO Service Representative Title only*), Consumer *Markets Group*, Business Communications Services, Industry *Markets (Access Operations, except Testing Technician Title), (Local Operations Center, Service Representative Title only) SBC Services, Inc Procurement* (Administrative Services *Titles*, Information Technology (Computer Operator Title only); *Operator Services (Marketing Directory Unit only), Finance, Business Marketing, Advanced Solutions, Inc. (Service Representative and Order Writer Titles only), Global Markets*, . Public Communications (except Operations) having the title classifications listed below:

Section A4.01 TITLES AND APPLICATIONS

Accounting Associate	Information Processor
Accounting Specialist	Messenger (Motorized)
Analyst	Office Associate
Cashier	Order Writer
Collection Representative	Production Representative
<i>Collection Representative - Bilingual</i>	<i>Provisioning Specialist</i>
Computer Operator	Reports Associate
Copy Service Artist	<i>Sales and Service</i>
Customer Associate	<i>Representative - Bilingual</i>
Customer Representative	Service Representative
<i>Customer Representative - Bilingual</i>	Staff Associate
Data Administrator	Supervisor's Assistant
Data Entry Associate	Supply Service Attendant
Data Specialist	

Section A4.02 HOURS OF WORK

- A. Eight (8) consecutive hours of work, exclusive of meal period intermission, shall constitute a shift. Four (4) consecutive hours shall constitute a half-shift.
1. A regular shift (day, evening or night) is one scheduled to be an employee's shift for a period of not less than two (2) weeks.
 2. All shifts or half-shifts will be considered as falling within the calendar day on which the shift or half-shift commences.
 3. Assigned shifts on Sundays and Holidays shall be such hours as the service may require and shall not be for less than four (4) hours.

Section A4.02 HOURS OF WORK, (Continued)

- B. Work schedules shall be posted to show the normal week, scheduled Sundays, shift (day, evening or night) and hours. Such schedules shall cover not less than a two-week period and shall be posted at least forty-eight (48) hours prior to the start of such period. When work schedules are posted to cover periods of more than two (2) weeks, the first two-week period shall be considered the basic period for determining an employee's regular shift. Each succeeding two-week period shall become the basic period forty-eight (48) hours prior to the start of such two-week period.
1. The posted work schedule for any such two-week period shall not be changed less than forty-eight (48) hours before the start of the particular two-week period, except as hereinafter provided.
 2. Temporary changes on a scheduled day between day, evening or night shifts, that is, a change from a day shift to a night shift, a night shift to an evening shift, etc., shall not be construed as a change in schedule.
 3. Work schedules will not be posted for employees who normally work the same hours within a day shift, Monday to Friday, inclusive.
 4. Temporary changes from a regular shift for periods of one (1) calendar week or more but less than two (2) calendar weeks, within a basic period as defined in Section A4.02B above for vacation reliefs, classroom training reliefs or classroom training assignments shall be deemed regular shifts and shall be paid for at straight-time plus any applicable shift differential. Temporary changes for vacation relief shall be deemed to include any additional days which the employee may take immediately preceding or following the employee's vacation.
- C. A day shift is a shift starting at or after 6:00 A.M. and prior to 12:00 noon.
- D. The evening shift includes shifts starting at or after 12:00 noon and not later than 7:00 P.M.
- E. A night shift is a shift starting after 7:00 P.M. and not later than 12:00 midnight.
- F. No shift shall be scheduled to start later than 12:00 midnight or before 5:00 A.M. No shift shall be scheduled to end after 1:00 A.M. or before 5:00 A.M. No half-shift shall be scheduled between the hours of 12:00 midnight and 6:00 A.M.

1 **Section A4.02 HOURS OF WORK (Continued)**

2
3 G. Meal period intermission shall normally be one (1) hour. Generally, meal
4 period intermissions of less than one (1) hour shall be on the basis of an
5 entire work group in the same title classification at a particular work
6 location as determined by the Company and the Local Union. Where the
7 Company deems it desirable to implement meal periods of different
8 lengths, the change will be negotiated with the Local Union.

9
10 Meal period intermission may be reduced by mutual agreement between
11 the employee and the supervisor.

12
13 1. In those cases where an employee's scheduled meal period is
14 reduced, the employee shall be compensated at the rate of time and
15 one-half (1-1/2) for the portion of the scheduled meal period the
16 employee works. If the employee prefers, his or her schedule shall be
17 adjusted to reflect the reduced *meal* period and earlier quitting time.

18
19 2. In those cases where the employee requests the change, no premium
20 payments will be involved.

21
22 H. Employees working evening and night shifts, and employees working on
23 day shifts where the needs of the service require it in the judgment of the
24 Company, shall be granted a reasonable meal period on Company time.
25 Employees must not leave their work without approval of their supervisor.

26
27 I. The normal workweek shall consist of five (5) scheduled shifts within a
28 calendar week or the equivalent in shifts and half-shifts.

29
30 J. Assignment of scheduled weekend and Holiday work will be on a rotational
31 basis without regard to the number of charged non-scheduled hours.
32 Volunteers for regular Saturday scheduled workdays will be given priority
33 for Saturday work. Non-volunteers will be assigned scheduled Saturday
34 work on a rotational basis as necessary to provide a sufficient work force.

35
36 K. An employee detailed to work away from headquarters shall be allowed
37 reasonable traveling time in excess of that normally required to reach
38 headquarters and such time shall be considered as time worked.

39
40
41 **Section A4.03 OVERTIME AND PREMIUM PAYMENTS**

42
43 A. When travel time is paid under the provisions of Article 5, Sections 5.04I,
44 5.04J and 5.04K of this Contract, employees shall be reimbursed for the
45 mileage.

46
47 B. The Company shall distribute the opportunity to work time which requires
48 payment at premium rates as equitably as the needs of the service will
49 permit. Representatives of the Company and the Union shall endeavor to
50 determine the employee groups which are appropriate for this purpose. In
51 the event of failure to reach agreement, final determination of the
52 appropriate employee groups will be made by the highest level below
53 Officer or an authorized representative. The provisions of this Section shall
54 not be subject to arbitration.

Section A4.03 OVERTIME AND PREMIUM PAYMENTS (Continued)

1. Lists shall be maintained on an accumulative basis for each appropriate employee group showing the distribution in terms of equivalent hours separately for 1) scheduled Sunday and Holiday work and other scheduled work paid for at the premium rate; 2) all non-scheduled work. When time worked during an employee's normal workweek results in premium payments for a scheduled day, only the premium portion shall be included in the list. Such lists shall be made available in a place mutually agreeable for ready inspection by any employee in the group.

- C. Except as provided for in Article 5, Section 5.04H of this Contract unless an employee is given at least forty-eight (48) hours' notice of a change in the days or hours the employee is scheduled to work, the employee will be permitted to work the days or hours originally scheduled and any other time which the employee is required to work shall be in addition to that originally scheduled.

The foregoing paragraph will not apply under the following conditions:

1. When changes in days to be worked are made at the employee's request, with the approval of supervision.
2. When changes are made between day, evening or night shifts for which a premium is paid.
3. When an employee is scheduled to work and is excused with pay.

- D. The same conditions with respect to traveling time as covered in Article 5, Section 5.04K of this Contract will apply to all changes in starting time when the notification to the employee of such a change is made after 11:00 P.M. and prior to 6:00 A.M., unless such notification is given the employee while at work.

Section A4.04 ASSIGNMENT OF HEADQUARTERS

- A. Headquarters as used in this Section will be the exchange to which the employee is permanently assigned.
- B. Each employee shall be assigned a headquarters at the time of hire.
- C. An employee's headquarters shall not be changed for a period of less than six (6) consecutive months except when the change is made at the request of the employee.

Section A4.05 SENIORITY

- A. Seniority, wherever used in this Contract shall mean net credited service as shown by the records of the Company.
- B. The provisions of this Section may be suspended by the highest level below Officer or an authorized representative, when it is necessary to do so in connection with the protection of service. Should it become necessary to invoke this Section, the Union shall be notified as soon as it is practicable.
- C. Seniority shall be considered in the assignment of hours within a shift among those qualified employees regularly assigned to the shift.
- D. The Company shall take seniority into consideration in selecting employees for training. Nothing in this provision shall limit the Company's right to select employees for training who, in its judgment, are best qualified to receive such training. Neither the provisions of this Section nor their application shall be subject to arbitration.
- E. Whenever two (2) or more shifts which carry the same premium payments are scheduled for the same day, employees scheduled to work such shifts by the Company may exercise a choice of shifts, at the time work schedules are prepared, in the order of their seniority provided their job qualifications, as determined by the Company, are adequate to meet the demands of the service.

APPENDIX B

PACIFIC BELL HOME ENTERTAINMENT

WORKING CONDITIONS

B1	Working Conditions.....	120
B2	Contract Modifications.....	120
B2.01	Article 8 Layoffs.....	120
B2.03	Appendix C Compensation, Transfer and Upgrades.....	121
B2.04	Hours of Work.....	121
B2.05	Overtime.....	122
B2.06	Seniority.....	123
B2.07	Differentials.....	123
B2.08	Headquarters.....	123
B2.09	Home Garaging.....	123

APPENDIX B

SOUTHWESTERN BELL VIDEO SERVICES, INC.
DBA PACIFIC BELL HOME ENTERTAINMENT

WORKING CONDITIONS

Section B1 The working conditions in this Section apply to Southwestern Bell Video, Inc. DBA Pacific Bell Home Entertainment employees who are represented by the Communications Workers of America in the following titles:

Video Installer	Warehouse Supplies Attendant
Customer Service Technician	Administrative Clerk
Headend Technician	

Section B2 **CONTRACT MODIFICATIONS**

These titles will be administered in accordance with the provisions of the *current* collective bargaining agreement between Pacific Bell/Nevada Bell and the Communications Workers of America except as modified below *or as noted in the agreement*.

Section B2.01 **ARTICLE 8 LAYOFFS**

The provisions of Article 8 will not apply. The following layoff provisions will be in effect:

- A. In the event that the Company determines that a surplus exists and a decrease in the work force becomes necessary, the Company will first advise the Union in writing with respect to the job title(s) and approximate numbers of employees affected, the location(s), and the anticipated force disposition date. The affected employee(s) will be notified not less than thirty (30) calendar days prior the date the employee(s) is to be laid off.
- B. Under the circumstances, set forth in Section **B2.01A** above, regular employees will be given preference, in accordance with their seniority, subject to their skills and experience, to perform the remaining work in the event of a reduction in force. Temporary employees will be laid off under these circumstances before applying this seniority policy to regular employees.
- C. If a surplus remains after the application of Section **B2.01B** above, any remaining surplus regular employees will be given priority consideration, by order of seniority, to fill any available lateral or downgrade job openings for which they are qualified.
- D. If a surplus as described in Section **B2.01A** above, results in the layoff of regular employees the employees will be eligible for a layoff allowance in accordance with the following:

Section B2.01

ARTICLE 8 LAYOFFS (Continued)

**Completed years of
Continuous Service**

Layoff Allowance

One (1) year but less than three (3) years	\$ 500.00
Three (3) years or more	\$1000.00

Note: "Continuous Service" is defined as the length of continuous, active service performed by an employee from the last date on which such employee entered the service of the Company and since which there has been no break in service.

Section B2.02

APPENDIX A WORKING CONDITIONS

The provisions of this appendix will not apply.

Section B2.03

APPENDIX C COMPENSATION, TRANSFER AND UPGRADES

The provisions of this Appendix will apply except as follows:

Section C7 – Evening, Night and early Morning Differentials will not apply

SECTION B2.04

HOURS OF WORK

- A. The term shift means hours of work.
 - B. Eight (8) consecutive hours, exclusive of meal period, shall constitute a full shift.
 - C. Work schedules shall be posted to show the scheduled shifts an employee is to work for a two-week period. Work schedules for the two-week period will be posted by noon on the Friday preceding the start of the two-week period. Changes to work schedules will normally be posted with not less than forty-eight (48) hours notice.
 - D. A day shift is a shift starting at or after 5:00 A.M. and prior to 12:00 noon.
 - E. An evening shift is a shift starting at or after 12:00 noon and not later than 7:00 P.M.
 - F. A night shift is a shift starting after 7:00 P.M. and prior to 5:00 A.M.
 - G. All shifts will be considered as falling within the calendar day on which the shift commences.
 - H. The workweek shall normally consist of five (5) full shifts within a calendar week.
 - I. Meal periods shall normally be one (1) hour. Where it is desirable to implement meal periods of different lengths, the change will be negotiated with the Local Union. Meal periods may be adjusted by mutual agreement between the employee and the supervisor.
- Meal period Intermission may be reduced by mutual agreement between the employee and the supervisor.

1. In those cases where an employee's scheduled meal period is reduced, the employee shall be compensated at the rate of time and one-half (1-1/2) for the portion of the scheduled meal period the employee works. If the employee prefers, his or her schedule shall be adjusted to reflect the reduced *meal* period and earlier quitting time.
2. In those cases where the employee requests the change, no premium payments will be involved.

SECTION 82.05 OVERTIME

A. Employees scheduled to work overtime will be paid in accordance with the following :

1. Hours worked in excess of eight (8) hours in a day shall be paid at the rate of one and one-half (1-1/2) hours' pay for every such hour worked.
2. Hours worked in excess of ten (10) hours in a day for four (4) day a week employees shall be paid at the rate of one and one-half (1-1/2) hours' pay for every such hour worked.
3. Hours worked in excess of twelve (12) hours in a day shall be paid at the rate of two (2) hours' pay for every such hour worked.
4. Hours worked in excess of fourteen (14) hours in a day for four (4) day a week employees shall be paid at the rate of two (2) hours' pay for every such hour worked.
5. Hours worked in excess of forty (40) hours in a workweek shall be paid at the rate of one and one-half (1-1/2) hours' pay for every such hour worked.

Not more than one (1) payment in excess of the basic rate of pay shall be paid for any one (1) hour worked.

8. The Company will endeavor to distribute the opportunity to work extra time which requires payment at premium rates as equitably as the needs of the service will permit. The Company will determine the employee groups which are appropriate for this purpose. No grievance arising from the application or interpretation of this Section shall be subject to arbitration.

C. Employees who are assigned standby duty will be paid \$100 for each week of such assignment. This payment shall be in addition to any applicable compensation for such duty. In making assignments, Management will first ask for volunteers. In the absence of volunteers, Management will assign the standby duty in inverse seniority order, insofar as the needs of the service and qualifications permit.

1 **SECTION 82.05 OVERTIME (Continued)**

- 2
- 3 D. Employees who are called for work, which requires their immediate services,
- 4 shall be compensated at the employee's applicable rate of pay (premium,
- 5 holiday, straight-time, etc.) from the time of notification until their return to
- 6 their residence. The minimum time paid for shall be two (2) hours. The
- 7 minimum payment and travel time home will not apply if the time worked
- 8 immediately precedes the employee's regular scheduled shift and the
- 9 employee continues working into his/her regular shift.

10

11 Immediate services means the employee is able to report to work within one

12 (1) hour or less.

13

14 This section does not apply to pre-arranged overtime.

15

16 **SECTION 82.06 SENIORITY**

- 17
- 18 A. Seniority, wherever used in this Contract, shall mean net credited service as
- 19 shown by the records of the Company.
- 20
- 21 B. Seniority shall be considered in the assignment of hours within a shift among
- 22 those qualified employees regularly assigned to the shift.
- 23

24 **SECTION 82.07 DIFFERENTIALS**

- 25
- 26 A. A night differential shall be paid to employees for each hour, or fraction
- 27 thereof, worked between 9:00 P.M. and 6:00 A.M. in the amount of ten (10)
- 28 percent of the employee's basic hourly rate.
- 29
- 30 B. A Sunday differential shall be paid to employees for each hour, or fraction
- 31 thereof, worked from 12:01 A.M. to 12:00 midnight on Sunday in the amount
- 32 of ten (10) percent.
- 33

34

35 **SECTION 82.08 HEADQUARTERS**

- 36
- 37 A. Headquarters as used in this Section will be a Specified Reporting Location
- 38 (SRL) designated by the Company. Employees may have their SRL assignment
- 39 changed, at the Company's discretion not more than two (2) times per
- 40 calendar year. The new SRL shall not exceed twenty (20) miles from the
- 41 previously assigned headquarters.
- 42
- 43 B. Headquarters for the purposes of Article 2, Force Allocation, shall be defined
- 44 as the exchange in which the employee's assigned SRL is located.
- 45

46 **SECTION 82.09 HOME GARAGING**

- 47
- 48 A. The Home Garaging Program will be implemented within administrative work
- 49 units where the Company determines that certain employees who use a
- 50 Company vehicle for their job may be required to take the Company
- 51 vehicle home as part of their normal responsibilities.
- 52
- 53 B. Employees who participate in the Home Garaging Program will be expected
- 54 to provide normally secure and legal storage of the vehicle at the
- 55 employee's residence.
- 56
- 57

SECTION 82.09

HOME GARAGING (Continued)

- C. Operating and maintenance costs will be at the Company's expense. The employee is responsible for adhering to preventative maintenance and vehicle inspection schedules and arranging for any necessary work to be done in accordance with Company procedures.
- D. The vehicle is to be used solely for Company business and travel between the employee's residence and his/her work location. Only properly authorized persons may ride in or operate the vehicle. Personal use of the vehicle is prohibited.
- E. For pay treatment purposes, the normal commute for employees who home garage a Company vehicle is considered to be sixty (60) minutes or less for time spent commuting in each direction, e.g., reporting to work and driving home from the last work location. Time spent in excess of sixty (60) minutes driving into work and in excess of sixty (60) minutes driving home from work will be considered as time worked for pay treatment purposes. Employees who home garage a Company vehicle and arrive at their first work site before sixty (60) minutes have passed from leaving their home will be paid from when they begin work at the first work location.
- F. Employees who home garage a Company vehicle may request removal from the home garaging requirement by providing a written request to their supervisor. ~~The employee may be relieved of the home garaging requirement if the Company approves the request.~~
- G. The Company will indemnify and hold harmless from liability, employees who are determined to be liable to others as a result of simple negligence when using a Company vehicle that is "home garaged" in the course and scope of their employment.

APPENDIX C

COMPENSATION, TRANSFER AND UPGRADES

<u>SECTION</u>		<u>PAGE</u>
C1	GENERAL INCREASE	126
C1.01	MARCH 2001 GENERAL INCREASE	126
C1.02	OCTOBER 2001 GENERAL INCREASE	126
C1.03	2002 GENERAL INCREASE	126
C1.04	2003 GENERAL INCREASE	126
C1.05	MINIMUM WAGE INCREASE	127
C1.06	MINIMUM WAGE RATE	127
C2	TITLES, WAGE SCHEDULES, TIME-IN-TITLE AND PENSION BANDS	128
C3	WAGE SCHEDULES	130
C3.01	TRANSITION TO NEW WAGE SCHEDULES FROM SUPERSEDED WAGE SCHEDULES	130
C4	CLASSIFICATION OF EXCHANGES BY AREA	148
C4.01	PACIFIC BELL - ZONE E	148
C4.02	PACIFIC BELL - ZONE F	148
C4.03	PACIFIC BELL - ZONE G	149
C4.04	NEVADA BELL	151
C5	TEAM PERFORMANCE AWARD	152
C5.01	TEAM PERFORMANCE AWARD - DESCRIPTION	152
C5.02	TEAM PERFORMANCE AWARD - COMPUTATIONS	156
C6	PENSION TABLE REVISIONS	158
C7	EVENING, NIGHT AND EARLY MORNING DIFFERENTIALS	159
C8	WAGE ADMINISTRATIVE PRACTICE	160
C8.01	GENERAL	160
C8.02	CHANGES OF ASSIGNMENT TO A HIGHER-RATED SCHEDULE	161
C8.03	EXCEPTIONS TO THE LIMITATIONS IN SECTION C8.02	163
C8.04	CHANGES OF ASSIGNMENT BETWEEN SCHEDULES WITH THE SAME TOP RATE	163
C8.05	CHANGES OF ASSIGNMENT TO A LOWER-RATED SCHEDULE	164
C8.06	RETREATS	164

APPENDIX C

Section C1 GENERAL INCREASE

Basic wage increases will be as follows:

Section C1.01 March 2001 GENERAL INCREASE

A. Increase Date	3/25/01
B. All Steps	2.0%

Section C1.02 October 2001 GENERAL INCREASE

A. Increase Date	10/07/01
B. Top Step	2.25%
C. Bottom Step	0.0%

Section C1.03 2002 GENERAL INCREASE

A. Increase Date	7/14/02
B. Top Step	3.0%
C. Bottom Step	0.0%

Section C1.04 2003 GENERAL INCREASE

A. Increase Date	6/22/03
B. Top Step	5.0%
C. Bottom Step	0.0%

Section C1.05**MINIMUM WAGE INCREASE****A. 2001 Minimum General Increases**

Any employee on the payroll on the effective date of the March 2001 or the October 2001 wage increase will receive, at a minimum, a \$2.50 increase in their weekly wages even though the applicable wage step on the schedule is increased by a lesser amount. The \$2.50 weekly minimum will be prorated for part-time employees based on their average workweek as of the date of the increase.

B. 2002 and 2003 Minimum General Increase

Any employee on the payroll on the effective date of the July 14, 2002 or June 22, 2003 wage increases will receive, at a minimum, a \$5.00 increase in their weekly wages even though the applicable wage step on the schedule is increased by a lesser amount. The \$5.00 weekly minimum will be prorated for part-time employees based on their average workweek as of the date of the increases.

Section C1.06 MINIMUM WAGE RATE

All employees will be paid at a minimum weekly wage according to the following schedule, even though application of the General Increase (C1.01, C1.03 and C1.04) and any Minimum General Increase (C1.05) would have resulted in a lower weekly wage.

<i>Effective Date</i>	<i>Minimum Weekly Rate</i>
<i>3/25/01</i>	<i>\$246.00</i>
<i>7/14/02</i>	<i>\$270.00</i>
<i>6/22/03</i>	<i>\$290.00</i>

For their next progression increase only, employees whose wage rate was changed due to the minimum wage rates in this section (C1.06) will receive no less than a \$10.00 progression increase.

Section C2 TITLES, WAGE SCHEDULES, TIME-IN-TITLE AND PENSION BANDS

<u>Titles</u>	<u>Wage Schedule</u>	<u>Time In Title</u>	<u>ZONE E</u>	<u>Pension Band</u>			<u>Nevada</u>	<u>Page Number</u>
				<u>ZONE F</u>	<u>ZONE G</u>			
Accounting Associate	WS6	12	112	111	110	109	134	
Accounting Specialist	WS8	15	114	113	112	111	136	
Administrative Clerk (PBHE only)	WS21	12	105	105	104	--	143	
Analyst	WS12	24	122	121	120	119	141	
Assignment Administrator	WS11	18	121	120	119	118	140	
Building Mechanic	WS11	18	121	120	119	118	140	
Building Specialist	WS12	24	122	121	120	119	141	
Cashier	WS4	12	110	109	108	107	132	
Central Office Associate	WS5	12	110	109	108	108	133	
Collection Representative	WS7	15	113	112	111	110	135	
Collection Representative – Bilingual	WS7	15	113	112	111	110	135	
Collector	WS9	18	114	113	112	112	137	
Combination Technician (Nevada Only)	WS12	24	122	121	120	119	141	
Communications Technician	WS12	24	122	121	120	119	141	
Company Telecommunications Technician	WS12	24	122	121	120	119	141	
Computer Operator	WS6	12	112	111	110	109	134	
Copy Service Artist	WS12	24	122	121	120	119	141	
Customer Associate	WS4	12	110	109	108	107	132	
Customer Representative	WS7	15	113	112	111	110	135	
Customer Representative – Bilingual	WS7	15	113	112	111	110	135	
Customer Service Associate	WS4	12	110	109	108	107	132	
Customer Service Technician (PBHE Only)	WS27	18	116	115	114	--	146	
Data Entry Associate	WS4	12	110	109	108	107	132	
Data Administrator	WS6	12	112	111	110	109	134	
Data Specialist	WS8	15	114	113	112	111	136	
Driver	WS8	15	114	113	112	111	136	
Engineering Administrator	WS6	12	112	111	110	109	134	
Engineering Assistant	WS12	24	122	121	120	119	141	
Engineering Cost Associate	WS7	15	113	112	111	110	135	
Equipment Installation Technician	WS12	24	122	121	120	119	141	
Equipment Specialist	WS12	24	122	121	120	119	141	

Section C2**TITLE, WAGE SCHEDULES, TIME-IN-TITLE AND PENSION BANDS
(Continued)**

Titles	Wage Schedule	Time In Title	ZONE E	ZONE F	ZONE G	Nevada	Page Number
Facilities Administrator	WS11	18	121	120	119	118	140
Facilities Technician	WS9	18	114	113	112	112	137
FACS Administrator	WS11	18	121	120	119	118	140
Field Job Administrator	WS11	18	121	120	119	118	140
Garage Attendant	WS4	12	110	109	108	107	132
Garage Mechanic	WS11	18	121	120	119	118	140
Headend Technician (PBHE only)	WS29	18	121	120	119	--	147
HR Operations Associate	WS5	12	110	109	108	108	133
Information Processor	WS4	12	110	109	108	107	132
Maintenance Administrator	WS8	15	114	113	112	111	136
Medical Assistant	WS6	12	112	111	110	109	134
Messenger (Motorized)	WS4	12	110	109	108	107	132
Network Maintenance Specialist	WS10	18	116	115	114	113	138
Office Associate	WS4	12	110	109	108	107	132
Operations Administrator	WS6	12	112	111	110	109	134
Operations Specialist	WS8	15	114	113	112	111	136
Operator	WS3	9	108	108	107	106	131
Order Writer	WS6	12	112	111	110	109	134
Outside Plant Technician	WS11	18	121	120	119	118	140
Production Representative	WS12	24	122	121	120	119	141
Provisioning Specialist	WS8	15	114	113	112	111	136
Reports Associate	WS4	12	110	109	108	107	132
RCMA Administrator	WS8	15	114	113	112	111	136
Eff. 1/1/02	WS9	18	114	113	112	112	137
Sales and Service Representative - Bilingual Eff. 10/7/01	WS10	24	116	115	114	113	138
Service Assistant	WSX	24	117	116	115	114	139
Service Assistant - Bilingual	WS5	12	110	109	108	108	133
Service Representative	WS10	24	116	115	114	113	138
Eff. 10/7/01	WSX	24	117	116	115	114	139
Services Specialist	WS4	12	110	109	108	107	132
Services Technician	WS11	18	121	120	119	118	140
Splicing Technician	WS12	24	122	121	120	119	141
Staff Associate	WS4	12	110	109	108	107	132
Supervisor's Assistant	WS6	12	112	111	110	109	134
Supply Service Attendant	WS9	18	114	113	112	112	137
Supply Specialist-Nevada	WS10	18	-	-	-	113	138
Systems Technician	WS12	24	122	121	120	119	141
Systems Technician - Data Communications	WS12	24	122	121	120	119	141
Testing Technician	WS12	24	122	121	120	119	141
Translations Operator	WS3	9	108	108	107	106	131
Video Installer (PBHE Only)	WS25	18	110	109	108	--	145
Warehouse Supplies Attendant (PBHE Only)	WS23	12	108	107	106	--	144

Titles	Wage Schedule	Time In Title	Pension Band	Page Number
Maintenance Notification Associate (PBIS-MNG Only)	WS 15	12	112	142

Section C3 WAGE SCHEDULES

**Section C3.01 TRANSITION TO NEW WAGE SCHEDULES FROM SUPERSEDED
WAGE SCHEDULES**

Effective March 25, 2001

Effective October 7, 2001

Effective July 14, 2002

Effective June 22, 2003

- A. The existing wage schedules for all employees will be increased (by step and zone) effective ***March 25, 2001, October 7, 2001, July 14, 2002, and June 22, 2003.***

The guidelines for administering these wage rates are as follows:

1. Employees engaged prior to the effective date of the new wage schedule ...
 - a. First, should receive any wage adjustment they normally would have received (on the old schedule) as of their scheduled increase date.
 - b. Should then be placed on the same step of the new Wage Schedule as they are on the old (e.g., move from Step 6 to Step 6).
 - c. Employees should then progress on the new schedule in the same manner as on the old schedule, carrying with them the time already accrued on that step.

EXAMPLE: An employee with four (4) months on Step 2 would move to Step 2 on the new schedule and would progress to Step 3 after the completion of two more months.

2. If an employee is on Short-Term Disability benefits as of one of the wage increase effective dates, wage changes will be made effective on the date that the employee returns from absence.
3. An employee hired after one of the wage increases stated above becomes effective should be placed on the new wage schedule by the appropriate job title, wage zone and, if applicable, wage credit, effective on their date of hire.
4. In no case should any employee's wages be increased to a rate higher than the top rate of the new appropriate wage schedule.

Wage Schedule 3

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001					Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	301.50	295.50	287.00	280.50	1	301.50	295.50	287.00	280.50
2	336.00	329.50	320.50	312.50	2	337.00	330.50	321.00	313.50
3	374.50	367.00	357.00	349.00	3	376.50	369.50	359.00	350.50
4	417.00	409.50	398.00	388.50	4	421.00	413.00	401.00	392.00
5	465.00	456.50	443.50	433.50	5	470.50	461.50	448.50	438.00
6	518.50	509.00	494.50	483.00	6	526.00	516.00	501.50	490.00
7	578.00	567.00	551.50	538.50	7	587.50	577.00	560.50	547.50
8	644.00	632.50	614.50	601.00	8	656.50	645.50	627.00	612.50
9	718.00	705.50	685.50	669.50	9	734.00	721.50	701.00	684.50
					TPA	1,915.50	1,883.00	1,829.50	1,786.50
Effective July 2002					Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	301.50	295.50	287.00	280.50	1	301.50	295.50	287.00*	280.50*
2	338.00	331.50	322.00	314.50	2	340.50	333.50	324.00	316.50
3	379.50	372.00	361.50	353.00	3	384.00	376.50	366.00	357.50
4	425.50	417.50	405.50	396.50	4	433.50	425.00	413.00	403.50
5	477.50	468.50	455.00	444.50	5	489.50	480.00	466.50	456.00
6	535.50	526.00	511.00	499.00	6	522.00	542.00	526.50	514.50
7	601.00	590.00	573.50	560.00	7	623.50	612.00	594.50	581.00
8	674.00	662.00	643.50	628.50	8	703.50	691.00	671.50	656.00
9	756.00	743.00	722.00	705.00	9	794.00	780.00	758.00	740.50
TPA	1,973.00	1,939.00	1,884.50	1,840.00	TPA	2,072.50	2,036.00	1,978.50	1,932.50

Pension Bands:

Zone E	Zone F	Zone G	Nevada	Job Titles	Time In Title
108	108	107	106	Operator	9
				Translations Operator**	9

* Subject to Minimum Wage Rate in Section C1.06

**Translations Operator title receives a \$25/week language payment in addition to their basic wage rate at all steps effective April 2001

Wage Schedule 4

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001					Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	314.50	308.50	299.50	292.00	1	314.50	308.50	299.50	292.00
2	351.00	343.50	334.00	326.00	2	351.50	345.00	335.00	326.50
3	391.00	383.50	372.50	363.00	3	393.00	385.50	374.50	365.00
4	435.50	427.50	415.00	405.00	4	439.00	431.00	418.50	408.00
5	485.50	476.50	463.00	451.50	5	491.00	481.50	468.00	456.50
6	541.50	531.00	516.00	503.50	6	549.00	538.50	523.50	510.00
7	603.50	592.00	575.50	561.50	7	613.50	602.00	585.00	570.50
8	672.50	660.00	641.50	626.00	8	685.50	672.50	654.00	637.50
9	749.50	735.50	715.50	697.50	9	766.50	752.00	731.50	713.00
					TPA	2,000.50	1,962.50	1,909.00	1,861.00
Effective July 2002					Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	314.50	308.50	299.50	292.00	1	314.50	308.50	299.50	292.00
2	353.00	346.00	336.00	327.50	2	355.00	348.00	338.00	329.50
3	396.00	388.50	377.00	367.50	3	400.50	393.00	382.00	372.00
4	444.00	435.50	423.50	412.50	4	452.50	443.50	431.00	420.50
5	498.50	489.00	475.00	463.00	5	510.50	501.00	486.50	474.50
6	559.00	548.50	533.00	519.50	6	576.50	565.50	549.50	535.50
7	627.00	615.50	598.50	583.00	7	650.50	638.00	620.50	605.00
8	703.50	690.50	671.50	654.50	8	734.50	720.50	700.50	683.00
9	789.50	774.50	753.50	734.50	9	829.00	813.00	791.00	771.00
					TPA	2,163.50	2,122.00	2,064.50	2,012.50

Pension Bands:

Zone E	Zone F	Zone G	Nevada
110	109	108	107

Job Titles	Time in Title
Cashier	12
Customer Associate	12
Customer Serv. Assoc.	12
Data Entry Associate	12
Garage Attendant	12
Information Processor	12

Job Titles	Time in Title
Messenger (Motorized)	12
Office Associate	12
Reports Associate	12
Services Specialist	12
Staff Associate	12

Wage Schedule 5

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001					Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	315.50	309.50	301.00	295.00	1	315.50	309.50	301.00	295.00
2	352.00	345.50	335.50	328.50	2	353.00	346.00	336.50	330.00
3	392.50	385.00	374.00	366.50	3	394.50	387.00	376.00	369.00
4	437.50	429.00	417.00	408.50	4	441.00	432.50	420.50	412.50
5	488.00	478.50	464.50	455.50	5	493.50	483.50	470.00	461.00
6	544.00	533.50	518.00	508.00	6	551.50	541.00	525.50	515.50
7	607.00	594.50	578.00	566.50	7	617.00	604.50	587.50	576.50
8	676.50	663.00	644.00	632.00	8	690.00	676.00	656.50	644.50
9	754.50	739.50	718.00	704.50	9	771.50	756.00	734.00	720.50
					TPA	2,013.50	1,973.00	1,915.50	1,880.50
Effective July 2002					Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	315.50	309.50	301.00	295.00	1	315.50	309.50	301.00	295.00
2	354.00	347.50	337.50	331.00	2	356.50	349.50	340.00	333.00
3	397.50	390.00	379.00	371.50	3	402.50	394.50	383.50	376.00
4	446.00	437.50	425.00	417.00	4	454.50	445.50	433.00	424.50
5	500.50	491.00	477.00	468.00	5	513.00	503.00	489.00	479.50
6	562.00	551.00	535.00	525.00	6	579.00	568.00	552.00	541.00
7	630.50	618.00	600.50	589.00	7	654.00	641.50	623.00	611.00
8	708.00	693.50	674.00	661.00	8	738.50	724.00	703.50	690.00
9	794.50	778.50	756.00	742.00	9	834.00	817.50	794.00	779.00
TPA	2,073.50	2,032.00	1,973.00	1,936.50	TPA	2,176.50	2,133.50	2,072.50	2,033.00

Pension Bands:

Zone E	Zone F	Zone G	Nevada
110	109	108	108

Job Titles	Time in Title
Central Office Associate	12
HR Operations Associate	12
Service Assistant	12
Service Assistant-Bilingual*	12

* Service Assistant-Bilingual title receives a \$25/week language payment in addition to their basic wage rate at all steps effective April 2001

Wage Schedule 6

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001					Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	330.00	324.00	314.50	307.50	1	330.00	324.00	314.50	307.50
2	368.00	361.00	651.00	342.50	2	369.00	362.50	351.50	343.50
3	410.50	403.00	391.00	382.00	3	413.00	405.00	393.00	384.00
4	458.00	449.50	436.00	426.00	4	461.50	453.00	439.50	429.50
5	510.50	501.00	486.00	475.00	5	516.50	506.50	491.50	480.00
6	569.50	558.50	541.50	529.50	6	577.50	566.50	549.50	536.50
7	635.00	622.50	604.00	590.00	7	646.00	633.50	614.00	600.00
8	708.50	694.50	673.00	657.50	8	722.50	708.50	686.50	670.50
9	790.00	774.50	750.50	733.00	9	808.00	792.00	767.50	749.50
					TPA	2,109.00	2,067.00	2,003.00	1,956.00
Effective July 2002					Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	330.00	324.00	314.50	307.50	1	330.00	324.00	314.50	307.50
2	370.50	363.50	353.00	345.00	2	372.50	366.00	355.00	347.00
3	416.00	408.00	396.00	387.00	3	421.00	413.00	401.00	392.00
4	467.00	458.00	444.50	434.50	4	475.50	466.50	452.50	442.50
5	524.00	514.00	498.50	487.00	5	537.00	527.00	511.00	499.00
6	588.00	577.00	559.50	546.50	6	606.50	595.00	577.00	563.50
7	660.50	647.50	628.00	613.50	7	685.00	672.00	651.00	636.00
8	741.00	727.00	704.50	688.00	8	773.50	759.00	735.00	718.00
9	832.00	816.00	790.50	772.00	9	873.50	857.00	830.00	810.50
TPA	2,171.50	2,130.00	2,063.00	2,015.00	TPA	2,280.00	2,237.00	2,166.50	2,215.50

Wage Schedule 7

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001					Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	341.50	334.50	324.50	318.00	1	341.50	334.50	324.50	318.00
2	381.00	373.00	361.50	355.00	2	381.50	374.00	363.00	355.50
3	424.50	415.50	403.50	396.00	3	426.50	418.00	406.50	397.50
4	473.00	463.50	450.00	441.00	4	477.00	467.00	453.50	444.50
5	527.00	516.50	501.50	492.00	5	533.00	522.50	507.00	497.00
6	587.50	576.00	559.00	549.00	6	595.50	584.00	567.00	556.00
7	654.50	642.00	623.00	611.50	7	665.50	652.50	633.50	622.00
8	729.50	715.50	694.50	682.00	8	744.00	729.50	708.50	695.50
9	813.00	797.50	774.50	760.50	9	831.50	815.50	792.00	777.50
TPA					TPA				
Effective July 2002					Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	341.50	334.50	324.50	318.00	1	341.50	334.50	324.50	318.00
2	383.00	375.50	364.00	357.00	2	385.50	377.50	366.50	359.00
3	430.00	421.00	408.50	400.50	3	435.00	426.00	413.50	405.50
4	482.00	472.50	458.50	449.50	4	491.00	481.00	467.00	458.00
5	541.00	530.00	514.50	504.50	5	554.00	543.00	527.50	517.00
6	606.50	594.50	577.50	566.50	6	625.50	613.00	595.50	584.00
7	680.50	667.50	648.00	636.00	7	706.00	692.00	672.50	659.50
8	763.50	748.50	727.00	713.50	8	797.00	781.50	759.00	744.50
9	856.50	840.00	816.00	801.00	9	899.50	882.00	857.00	841.00
TPA					TPA				

Pension Bands:

Zone E	Zone F	Zone G	Nevada	Job Titles	Time In Title
113	112	111	110	Collection Representative	15
				Collection Representative- Bilingual*	15
				Customer Representative	15
				Customer Representative- Bilingual*	15
				Engineering Cost Associate	15

* Collection Representative-Bilingual and Customer Representative-Bilingual titles receive a \$25/week language payment in addition to their basic wage rate at all steps effective April 2001.

Wage Schedule 8

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001					Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	319.50	313.00	305.50	299.00	1	319.50	313.00	305.50	299.00
2	351.50	345.00	336.00	329.00	2	352.50	345.50	337.00	330.00
3	387.00	379.50	370.50	362.00	3	389.00	381.00	372.00	364.00
4	426.00	417.50	407.50	399.00	4	429.00	420.50	410.00	401.50
5	469.00	460.00	448.50	439.00	5	473.50	464.00	452.50	443.00
6	516.00	506.50	493.50	483.00	6	522.50	512.00	499.00	489.00
7	568.00	558.00	543.00	532.00	7	576.50	565.00	550.50	539.50
8	626.00	614.00	598.00	585.50	8	636.00	623.50	607.50	595.00
9	689.00	676.50	658.50	644.50	9	701.50	688.00	670.00	656.50
10	758.50	744.50	724.50	710.00	10	774.00	759.50	739.00	724.00
11	835.00	819.50	797.50	781.50	11	854.00	838.00	815.50	799.00
					TPA	2,229.00	2,187.00	2,128.50	2,085.50
Effective July 2002					Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	319.50	313.00	305.50	299.00	1	319.50	313.00	305.50	299.00
2	353.50	346.50	338.00	331.00	2	355.50	348.00	339.50	332.50
3	391.00	383.50	374.00	366.00	3	395.00	387.00	377.50	369.50
4	433.00	424.50	414.00	405.00	4	439.50	430.50	420.00	411.00
5	479.00	469.50	458.00	448.50	5	488.50	479.00	467.00	457.00
6	530.00	519.50	506.50	496.00	6	543.00	532.50	519.00	508.50
7	586.50	575.00	560.50	549.00	7	604.00	592.00	577.00	565.00
8	649.00	636.50	620.00	607.50	8	671.50	658.50	641.50	628.50
9	718.50	704.50	686.00	672.00	9	747.00	732.50	713.50	699.00
10	795.00	780.00	759.00	743.50	10	830.50	814.50	793.50	777.00
11	879.50	863.00	840.00	823.00	11	923.50	906.00	882.00	864.00
TPA	2,295.50	2,252.50	2,192.50	2,148.00	TPA	2,410.50	2,364.50	2,302.00	2,255.00

Pension Bands:

Zone E	Zone F	Zone G	Nevada	Job Titles	Time in Title
114	113	112	111	Accounting Specialist	15
				Data Specialist	15
				Driver	15
				Maintenance Administrator	15
				Operations Specialist	15
				RCMA Administrator*	15
				Provisioning Specialist	15

* RCMA Administrator title moves to WS9 effective January 2002

Wage Schedule 9

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001					Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	323.00	316.50	309.00	303.50	1	323.00	316.50	309.00	303.50
2	355.50	349.00	340.00	334.00	2	356.50	349.00	341.00	335.00
3	391.00	383.50	374.50	367.50	3	393.00	385.00	376.00	369.50
4	430.50	422.50	412.00	404.50	4	433.50	425.00	415.00	407.50
5	474.00	465.00	454.00	445.00	5	478.50	469.00	458.00	449.50
6	521.50	512.00	499.50	490.00	6	527.50	517.50	505.00	496.00
7	574.50	563.50	550.00	539.50	7	582.00	570.50	557.00	547.00
8	632.00	620.00	605.50	594.00	8	642.00	629.50	614.50	603.50
9	695.50	683.00	666.00	654.00	9	708.50	694.50	678.00	665.50
10	766.00	751.50	733.50	719.50	10	781.50	766.50	748.00	734.50
11	843.00	827.00	807.50	792.00	11	862.00	845.50	825.50	810.00
					TPA	2,250.00	2,207.00	2,154.50	2,114.00
Effective July 2002					Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	323.00	316.50	309.00	303.50	1	323.00	316.50	309.00	303.50
2	357.50	350.00	342.00	336.00	2	359.00	352.00	343.50	337.50
3	395.50	387.50	378.50	371.50	3	399.50	391.50	382.00	375.00
4	437.50	429.00	418.50	411.00	4	444.00	435.00	425.00	417.00
5	484.00	474.50	463.50	455.00	5	493.50	484.00	472.50	464.00
6	535.50	525.00	512.50	503.50	6	549.00	538.00	525.50	515.50
7	592.50	581.00	567.50	557.00	7	610.00	598.00	584.00	573.50
8	655.50	643.00	627.50	616.00	8	678.50	665.00	649.50	637.50
9	725.50	711.50	694.50	681.50	9	754.50	739.50	722.00	708.50
10	802.50	787.00	768.50	754.00	10	838.50	822.50	803.00	788.00
11	888.00	871.00	850.50	834.50	11	932.50	914.50	893.00	876.00
TPA	2,317.50	2,273.50	2,220.00	2,178.00	TPA	2,434.00	2,387.00	2,330.50	2,286.50

Pension Bands:

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>	<u>Job Titles</u>	<u>Time in Title</u>
114	113	112	112	Collector	18
				Facilities Technician	18
				Supply Service Attendant	18
				RCMA Administrator*	18

* RCMA Administrator title moved to WS9 effective January 2002

Wage Schedule 10

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001					Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	370.00	362.50	352.00	341.00	1	370.00	362.50	352.00	341.00
2	412.00	404.50	392.00	380.50	2	413.50	405.00	393.50	381.50
3	459.50	450.50	437.50	424.50	3	462.00	453.00	440.00	426.50
4	512.00	502.50	487.50	473.00	4	516.50	506.50	491.50	477.00
5	570.50	560.00	543.50	527.50	5	577.00	566.00	549.50	533.00
6	636.00	624.00	606.00	588.00	6	645.00	633.00	614.50	596.00
7	709.00	695.50	675.00	655.50	7	721.00	707.50	687.00	666.50
8	790.00	775.50	753.00	731.00	8	805.50	791.00	768.00	745.50
9	880.50	864.50	839.50	815.00	9	900.50	884.00	858.50	833.50
					TPA	2,350.50	2,307.00	2,240.50	2,175.50
Effective July 2002					Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	370.00	362.50	352.00	341.00	1	370.00	362.50	352.00	341.00
2	415.00	406.50	395.00	382.50	2	417.50	409.00	397.50	385.00
3	465.50	456.50	443.00	429.50	3	471.50	462.00	448.50	435.00
4	522.00	512.00	497.50	482.00	4	532.00	521.50	506.50	491.00
5	586.00	574.50	558.00	541.00	5	600.50	588.50	571.50	554.50
6	657.00	644.50	626.00	607.50	6	677.50	664.50	645.50	626.00
7	737.00	723.00	702.50	681.50	7	764.50	750.00	728.50	707.00
8	827.00	811.50	788.50	765.00	8	863.00	847.00	822.50	798.50
9	927.50	910.50	884.50	858.50	9	974.00	956.00	928.50	901.50
TPA	2,421.00	2,376.50	2,308.50	2,240.50	TPA	2,542.00	2,495.00	2,423.50	2,353.00

Pension Bands:

Zone E	Zone F	Zone G	Nevada	Job Titles	Time in Title
116	115	114	113	Network Maintenance Specialist	18
				Sales and Service Representative - Bilingual, **	24
				Service Representative*	24
				Supply Specialist-Nevada	18

* The Titles of Service Representative and Sales and Service Representative-Bilingual move to Wage Schedule X in October 2001

** Sales and Service Representative -Bilingual receives a \$25/week language payment in addition to their basic wage rate at all steps effective April 2001

Wage Schedule X

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada
1	370.00	362.50	352.00	341.00
2	415.50	407.00	395.50	383.00
3	466.50	457.50	444.00	430.50
4	524.00	514.00	499.00	484.00
5	588.50	577.50	560.50	543.50
6	661.00	648.50	629.50	611.00
7	742.50	728.50	707.50	686.50
8	834.00	818.50	794.50	771.00
9	936.50	919.50	892.50	866.50
TPA	2,444.50	2,400.00	2,329.50	2,261.50

Effective July 2002				
Step#	Zone E	Zone F	Zone G	Nevada
1	370.00	362.50	352.00	341.00
2	417.00	408.50	397.00	384.50
3	470.00	461.00	447.50	433.50
4	530.00	519.50	504.50	489.00
5	597.50	586.00	569.00	551.50
6	673.50	660.50	641.50	622.00
7	759.00	745.00	723.50	701.50
8	855.50	840.00	815.50	791.50
9	964.50	947.00	919.50	892.50
TPA	2,517.50	2,471.50	2,400.00	2,329.50

Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada
1	370.00	362.50	352.00	341.00
2	419.50	411.00	399.50	387.00
3	476.00	466.50	453.00	439.00
4	539.50	529.50	514.00	498.00
5	612.00	600.50	583.00	565.50
6	694.00	681.00	661.50	641.50
7	787.00	772.50	750.00	728.00
8	893.00	876.50	851.00	826.00
9	1012.50	994.50	965.50	937.00
TPA	2,642.50	2,595.50	2,520.00	2,445.50

Pension Bands:

Zone E	Zone F	Zone G	Nevada
117	116	115	114

Job Titles

*Sales and Service Representative-Bilingual,***
Service Representative

Time in Title

24
24

* The titles of Service Representative and Sales and Service Representative-Bilingual move from Wage Schedule 10 in October of 2001.

** Sales and Service Representative-Bilingual receives a \$25/week language payment in addition to their basic wage rate at all steps effective April 2001.

Wage Schedule 11

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001					Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	380.50	373.50	363.50	357.00	1	380.50	373.50	363.50	357.00
2	418.50	411.00	400.50	393.00	2	420.00	412.00	401.00	394.00
3	461.00	452.50	440.50	432.50	3	463.00	454.50	442.50	434.50
4	507.50	498.50	485.00	476.50	4	511.00	501.50	488.00	479.50
5	559.00	548.50	534.00	524.50	5	564.00	553.50	538.50	529.00
6	615.00	604.00	588.00	577.50	6	622.00	610.50	594.50	583.50
7	677.50	664.50	647.00	635.50	7	686.50	674.00	655.50	644.00
8	745.50	732.00	712.50	699.00	8	757.00	743.50	723.50	710.50
9	820.50	806.00	784.00	769.50	9	835.50	820.00	798.00	783.50
10	903.00	887.00	863.00	847.50	10	922.00	905.00	880.50	864.50
11	994.50	976.50	950.00	933.00	11	1017.00	998.50	971.50	954.00
					TPA	2,654.50	2,606.00	2,535.50	2,490.00
Effective July 2002					Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	380.50	373.50	363.50	357.00	1	380.50	373.50	363.50	357.00
2	421.00	413.50	402.00	395.00	2	423.00	415.50	404.00	397.00
3	466.00	457.50	445.00	437.00	3	470.50	462.00	449.50	441.50
4	515.50	506.00	492.50	483.50	4	523.00	513.50	500.00	491.00
5	570.50	560.00	545.00	535.00	5	582.00	571.00	555.50	545.50
6	631.50	620.00	603.00	592.00	6	647.00	635.00	618.00	607.00
7	698.50	686.00	667.50	655.50	7	719.50	706.50	687.00	675.00
8	773.00	759.00	738.50	725.00	8	800.00	785.50	764.00	750.50
9	855.50	840.00	817.00	802.50	9	889.50	873.50	849.50	834.50
10	946.50	929.50	904.00	888.00	10	989.00	971.00	944.50	927.50
11	1047.50	1028.50	1000.50	982.50	11	1100.00	1080.00	1050.50	1031.50
					TPA	2,734.00	2,684.50	2,611.50	2,564.50
					TPA	2,871.00	2,819.00	2,742.00	2,692.00

Pension Bands:

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
121	120	119	118

Job Titles

Assignment Administrator
Building Mechanic
Facilities Administrator
FACS Administrator*

Time In Title

18
18
18
18

Job Titles

Field Job Administrator
Garage Mechanic
Outside Plant Technician
Services Technician

Time In Title

18
18
18
18

* FACS Administrator receives a \$5/week basic wage job differential at top pay step.

Wage Schedule 12

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001					Effective October 2001				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	394.50	386.50	376.00	368.00	1	394.50	386.50	376.00	368.00
2	434.50	425.50	413.50	405.50	2	435.00	426.50	415.00	406.00
3	478.50	468.50	455.50	446.50	3	480.00	470.50	457.50	448.00
4	526.50	515.50	501.50	491.50	4	530.00	519.00	505.00	494.50
5	579.50	567.50	552.50	541.00	5	584.50	572.50	557.00	545.50
6	638.00	625.00	608.00	595.50	6	645.00	632.00	614.50	602.00
7	702.50	688.00	669.00	656.00	7	711.50	697.00	678.00	664.50
8	773.00	757.50	736.50	722.00	8	785.00	769.00	748.50	733.50
9	851.00	834.00	811.00	795.00	9	866.00	848.50	825.50	809.50
10	937.00	918.00	892.50	875.50	10	955.50	936.50	911.00	893.00
11	1031.00	1010.50	983.00	964.00	11	1054.00	1033.00	1005.00	985.50
					TPA	2,751.00	2,696.00	2,623.00	2,572.00
Effective July 2002					Effective June 2003				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	394.50	386.50	376.00	368.00	1	394.50	386.50	376.00	368.00
2	436.50	427.50	416.00	407.50	2	438.50	430.00	418.00	409.50
3	483.00	473.50	460.50	451.00	3	488.00	478.00	465.00	455.00
4	534.50	523.50	509.50	499.00	4	542.50	531.50	517.00	506.50
5	591.50	579.50	564.00	552.00	5	603.00	591.00	575.00	563.00
6	654.50	641.50	624.00	611.00	6	670.50	657.00	639.50	626.50
7	724.00	709.50	690.50	676.50	7	745.50	730.50	711.00	696.50
8	801.00	785.00	764.00	748.50	8	829.00	812.50	790.50	775.00
9	886.50	869.00	845.50	828.50	9	922.00	903.50	879.00	861.50
10	981.00	961.50	935.50	917.00	10	1025.00	1004.50	977.50	958.50
11	1085.50	1064.00	1035.00	1015.00	11	1140.00	1117.00	1087.00	1066.00
TPA	2,833.00	2,777.00	2,701.50	2,649.00	TPA	2,975.50	2,915.50	2,837.00	2,782.50

Pension Bands:

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
122	121	120	119

<u>Job Titles</u>	<u>Time In Title</u>
Analyst	24
Building Specialist	24
Combination Technician <i>(Nevada Only)</i>	24
Communications Technician	24
Company Telecom Technician	24
Copy Service Artist	24
Engineering Assistant	24
Equip. Installation Tech.	24

<u>Job Titles</u>	<u>Time In Title</u>
Equipment Specialist	24
Production Rep.	24
Splicing Technician	24
Systems Technician	24
<i>Systems Technician-Data Communications</i>	24
Testing Technician	24

Wage Schedule IS 1

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001		Effective October 2001		Effective July 2002		Effective June 2003	
Step#		Step#		Step#		Step#	
1	392.00	1	392.00	1	392.00	1	392.00
2	426.50	2	429.00	2	430.50	2	433.00
3	466.50	3	469.00	3	472.50	3	478.50
4	508.00	4	513.00	4	519.00	4	528.50
5	554.50	5	561.00	5	569.50	5	583.50
6	604.50	6	614.00	6	625.50	6	644.50
7	660.50	7	671.50	7	686.50	7	712.00
8	720.00	8	734.50	8	753.50	8	786.50
9	786.00	9	803.50	9	827.50	9	869.00
		TPA	2,097.00	TPA	2,160.00	TPA	2,268.00
						0	

Pension Band:

112

Job Title

Maintenance Notification Associate

Time in Title

12

Wage Schedule PBHE 21

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001				Effective October 2001			
Step#	Zone E	Zone F	Zone G	Step#	Zone E	Zone F	Zone G
1	450.00	441.00	428.50	1	450.00	441.00	428.50
2	470.50	461.50	448.50	2	472.00	463.00	449.50
3	492.50	483.00	469.00	3	495.50	486.00	472.00
4	515.50	506.00	491.00	4	520.00	510.00	495.50
5	539.50	529.50	514.00	5	546.00	535.00	520.00
6	565.00	554.00	538.00	6	573.00	561.50	546.00
7	591.00	580.00	563.00	7	601.00	589.50	573.00
8	618.50	607.00	589.50	8	631.00	619.00	601.00
9	647.50	635.00	617.00	9	662.00	649.50	631.00
				TPA	1,728.00	1,695.00	1,647.00
Effective July 2002				Effective June 2003			
Step#	Zone E	Zone F	Zone G	Step#	Zone E	Zone F	Zone G
1	450.00	441.00	428.50	1	450.00	441.00	428.50
2	474.00	464.50	451.50	2	477.00	467.50	454.00
3	499.50	489.50	475.50	3	505.50	495.50	481.50
4	526.00	515.50	501.00	4	535.50	525.00	510.00
5	554.00	543.00	528.00	5	567.50	556.50	541.00
6	583.50	572.00	556.00	6	601.50	590.00	573.00
7	614.50	603.00	585.50	7	637.50	625.50	607.50
8	647.50	635.00	617.00	8	675.50	663.00	644.00
9	682.00	669.00	650.00	9	716.00	702.50	682.50
TPA	1,780.00	1,746.00	1,696.50	TPA	1,869.00	1,833.50	1,781.50

Pension Bands:

Zone E
105

Zone F
105

Zone G
104

Job Titles
Administrative Clerk

Time in Title
12

Wage Schedule PBHE 23

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001				Effective October 2001			
Step#	Zone E	Zone F	Zone G	Step#	Zone E	Zone F	Zone G
1	469.00	460.00	447.00	1	469.00	460.00	447.00
2	489.00	479.50	465.50	2	490.00	480.50	467.00
3	509.50	499.50	485.00	3	511.50	501.50	487.50
4	531.00	520.50	505.50	4	534.50	524.00	509.00
5	553.50	542.50	527.00	5	558.00	547.00	531.50
6	576.50	565.00	549.50	6	583.00	571.50	555.00
7	601.00	589.00	572.00	7	609.00	597.00	580.00
8	626.50	614.00	596.00	8	636.00	623.50	605.50
9	652.50	639.50	621.00	9	664.00	651.00	632.50
10	680.00	666.50	647.50	10	693.50	680.00	660.50
11	708.50	694.50	674.50	11	724.50	710.00	689.50
				TPA	1,891.00	1,853.00	1,799.50
Effective July 2002				Effective June 2003			
Step#	Zone E	Zone F	Zone G	Step#	Zone E	Zone F	Zone G
1	469.00	460.00	447.00	1	469.00	460.00	447.00
2	491.50	482.00	468.00	2	493.50	484.00	470.50
3	514.50	504.50	490.50	3	519.50	509.50	495.00
4	539.00	528.50	513.50	4	547.00	536.50	521.00
5	564.50	554.00	538.00	5	576.00	564.50	548.50
6	591.50	580.00	563.50	6	606.00	594.50	577.50
7	619.50	607.50	590.00	7	638.00	625.50	607.50
8	649.00	636.50	618.00	8	671.50	658.50	639.50
9	680.00	666.50	647.00	9	707.00	693.00	673.00
10	712.00	698.50	678.00	10	744.50	729.50	708.50
11	746.00	731.50	710.00	11	783.50	768.00	745.50
TPA	1,947.00	1,909.00	1,853.00	TPA	2,045.00	2,004.50	1,946.00

Pension Bands:

Zone E Zone F Zone G
108 107 106

Job Titles Time In Title
Warehouse Supplies Attendant 12

Wage Schedule PBHE 25

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001				Effective October 2001			
Step#	Zone E	Zone F	Zone G	Step#	Zone E	Zone F	Zone G
1	518.00	508.00	493.50	1	518.00	508.00	493.50
2	537.50	527.00	512.00	2	538.50	528.00	513.00
3	558.00	546.50	531.50	3	560.00	549.00	533.50
4	579.00	567.00	551.50	4	582.50	571.00	554.50
5	600.50	588.50	571.50	5	605.50	594.00	576.50
6	622.50	610.50	593.00	6	629.50	617.50	599.50
7	646.00	633.50	615.00	7	655.00	642.00	623.50
8	670.50	657.50	638.00	8	681.00	667.50	648.00
9	695.50	682.00	662.00	9	708.00	694.00	674.00
10	721.50	707.50	687.00	10	736.00	722.00	700.50
11	748.50	734.00	712.50	11	765.50	750.50	728.50
				TPA	1,998.00	1,959.00	1,901.50
Effective July 2002				Effective June 2003			
Step#	Zone E	Zone F	Zone G	Step#	Zone E	Zone F	Zone G
1	518.00	508.00	493.50	1	518.00	508.00	493.50
2	540.00	530.00	514.50	2	543.00	532.50	517.00
3	563.50	552.50	536.50	3	569.00	558.00	542.00
4	587.50	576.00	559.50	4	596.50	584.50	568.00
5	613.00	601.00	583.50	5	625.00	612.50	595.00
6	639.00	626.50	608.50	6	655.00	642.00	623.50
7	666.50	653.50	634.50	7	686.50	673.00	653.50
8	695.00	681.50	662.00	8	719.50	705.00	685.00
9	725.00	710.50	690.00	9	754.00	739.00	717.50
10	756.00	741.00	719.50	10	790.00	774.50	752.00
11	788.05	773.00	750.50	11	828.00	811.50	788.00
TPA	2,058.00	2,017.50	1,959.00	TPA	2,161.00	2,118.00	2,056.50

Pension Bands:

Zone E Zone F Zone G
110 **109** **108**

Job Titles
Video Installer

Time in Title
18

Wage Schedule PBHE 27

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001				Effective October 2001			
Step#	Zone E	Zone F	Zone G	Step#	Zone E	Zone F	Zone G
1	596.00	584.50	567.50	1	596.00	584.50	567.50
2	620.50	608.50	591.00	2	622.00	610.00	592.00
3	646.00	633.50	615.00	3	648.50	636.00	617.50
4	672.50	659.50	640.00	4	677.00	663.50	644.50
5	699.50	686.50	666.50	5	706.00	692.50	672.50
6	729.00	714.50	693.50	6	736.50	722.50	701.50
7	758.50	743.50	722.00	7	768.50	753.50	732.00
8	789.50	774.00	751.50	8	802.00	786.00	763.50
9	821.50	806.00	783.00	9	836.50	820.00	796.50
10	855.50	839.00	815.00	10	872.50	855.50	831.00
11	890.50	873.00	848.00	11	910.50	892.50	867.00
				TPA	2,376.50	2,329.50	2,263.00
Effective July 2002				Effective June 2003			
Step#	Zone E	Zone F	Zone G	Step#	Zone E	Zone F	Zone G
1	596.00	584.50	567.50	1	596.00	584.50	567.50
2	623.50	611.50	594.00	2	626.50	614.50	596.50
3	652.50	640.00	621.50	3	659.00	646.00	627.50
4	683.00	669.50	650.00	4	693.00	679.50	659.50
5	714.50	700.50	680.50	5	728.50	714.50	693.50
6	747.50	733.00	712.00	6	766.00	751.00	729.50
7	782.50	767.00	745.00	7	805.50	790.00	767.00
8	818.50	802.50	779.50	8	847.00	830.50	806.50
9	856.50	840.00	815.50	9	891.00	873.50	848.00
10	896.50	879.00	853.50	10	936.50	918.00	891.50
11	938.00	919.50	893.00	11	985.00	965.50	937.50
TPA	2,448.00	2,400.00	2,330.50	TPA	2,571.00	2,520.00	2,447.00

Pension Bands:

Zone E Zone F Zone G
116 115 114

Job Titles Time in Title
Customer Service Technician 18

Wage Schedule PBHE 29

TIME INTERVAL BETWEEN STEPS-6 MONTHS

Effective March 2001				Effective October 2001			
Step#	Zone E	Zone F	Zone G	Step#	Zone E	Zone F	Zone G
1	704.00	690.00	670.00	1	704.00	690.00	670.00
2	730.00	715.50	695.00	2	731.50	717.00	696.50
3	757.00	742.00	720.50	3	760.50	745.00	723.50
4	785.00	769.00	747.00	4	790.00	774.50	752.00
5	813.50	797.50	774.50	5	821.00	805.00	781.50
6	843.50	827.00	803.50	6	853.50	836.50	812.50
7	874.50	858.00	833.50	7	887.00	869.50	844.50
8	907.50	889.50	864.00	8	921.50	903.50	877.50
9	940.50	922.00	896.00	9	958.00	939.00	912.00
10	975.00	956.50	929.00	10	995.50	975.50	948.00
11	1011.50	991.50	963.50	11	1034.50	1014.00	985.00
				TPA	2,700.00	2,646.50	2,571.00
Effective July 2002				Effective June 2003			
Step#	Zone E	Zone F	Zone G	Step#	Zone E	Zone F	Zone G
1	704.00	690.00	670.00	1	704.00	690.00	670.00
2	734.00	719.00	698.50	2	737.50	722.50	702.00
3	765.00	749.50	728.00	3	772.50	757.00	735.00
4	797.00	781.50	759.00	4	809.00	793.00	770.00
5	831.00	814.50	791.00	5	847.50	830.50	806.50
6	866.00	849.00	824.50	6	887.50	870.00	844.50
7	902.50	885.00	859.50	7	929.50	911.00	885.00
8	941.00	922.50	896.00	8	974.00	954.00	927.00
9	980.50	961.50	933.50	9	1020.00	999.50	970.50
10	1022.00	1002.00	973.50	10	1068.50	1047.00	1017.00
11	1065.50	1044.50	1014.50	11	1119.00	1096.50	1065.00
TPA	2,781.00	2,726.00	2,648.00	TPA	2,920.50	2,862.00	2,779.50

Pension Bands:

Zone E Zone F Zone G
121 120 119

Job Titles
Headend Technician

Time in Title
18

Section C4 CLASSIFICATION OF EXCHANGES BY AREA**Section C4.01****ZONE E****SOUTHERN CALIFORNIA**

Beverly Hills	Hawthorne	San Pedro
Compton	Inglewood	Torrance
Culver City	Lomita	
El Segundo	Los Angeles	

NORTHERN CALIFORNIA

Campbell	Pacifica	San Mateo
East Bay	Palo Alto	South San Francisco
Half Moon Bay	Redwood City	Sunnyvale
Los Altos	San Carlos - Belmont	
Millbrae	San Francisco	
Mountain View	San Jose	

Section C4.02**ZONE F****SOUTHERN CALIFORNIA**

Agoura	Fallbrook	* Palmdale-Pearblossom
Alhambra	Fullerton	Pasadena
Anaheim	Garden Grove	Placentia
Arcadia	Glendale	Poway
* Arrowhead	Irvine	Ramona
Avalon	La Crescenta	Rancho Bernardo
Brea	La Jolla	Rancho Santa Fe
Buena Park	La Mesa	Reseda
Burbank	Lancaster	Saddleback Valley
Canoga Park	Long Beach	San Clemente
Capistrano Valley	Montebello	San Diego
Chula Vista	National City	Santa Ana
Coronado	Newhall	Santa Maria
Del Mar	Newport Beach	Santa Monica
Downey	North Hollywood	Simi
El Cajon	Northridge	Temecula
El Monte	Oceanside	Thousand Oaks
Encinitas	Orange	Van Nuys
Escondido	Pacific Beach	Vista
	Palmdale	Whittier
	* Palmdale-FAA Center	* Yermo

*Special Rate Area Treated as Base Rate Area of Exchange.

Section C4 CLASSIFICATION OF EXCHANGES BY AREA (Continued)

Section C4.02 ZONE F

NORTHERN CALIFORNIA

Antioch	Livermore	Richmond-El Sobrante
Belvedere	Martinez	Rodeo
Concord	Mill Valley	San Martin
Corte Madera	Moraga	San Rafael
Crockett	Orinda	Sausalito
Danville #	Pittsburg	Stinson Beach-Bollnas
<i>Dublin</i>	Pleasanton	Walnut Creek
East Contra Costa	Point Reyes	
Fremont-Newark		
Hayward		
Ignacio		
Lafayette		

#Includes the San Ramon Complex.

Section C4.03 ZONE G

SOUTHERN CALIFORNIA

Baker	Fontana	Rialto
Banning	Highland	Riverside
Barstow	Holtville	San Bernardino
Blythe	Indio	Santa Barbara
Borrego	Julian	San Ysidro
Brawley	Moorpark	Saticoy
Calexico	Ojai	Twentynine Palms
Colton	Oxnard	Ventura
Corona	Palm Springs	Victorville
El Centro	Pine Valley	
Fillmore	Pomona	

Section C4 CLASSIFICATION OF EXCHANGES BY AREA (Continued)**Section C4.03****ZONE G****NORTHERN CALIFORNIA**

Anderson	Fort Bragg	Point Arena
Angels Camp	Fortuna	Porterville
Aptos	Fresno	Portola
Arcata	Galt	Quincy
Arroyo Grande	Grass Valley	Red Bluff
Arvin	Gridley	Redding
Atascadero	Guerneville	Rio Linda
Atwater	Hanford	Sacramento
Auburn	Healdsburg	Salinas
Bakersfield	Hollister	San Luis Obispo
* Beale Air Force Base	Jackson	St. Helena
Calistoga	King City	Santa Cruz
Castroville	Lakeport	Santa Rosa
* Camino-Pollock Pines	Lemoore	Sebastopol
Carmel	Lockeford	Selma
* Central Valley	Lodi	Sonoma
Chico	Los Banos	Sonoma -
Chowchilla	Lower Lake	South Tahoe
Cloverdale	Madera	Stockton
Clovis	Marysville	Susanville
Coalinga	Merced	Taft
Corning	Middletown	Tehachapi
Cottonwood	Modesto	Tracy
Davis	Mojave	Truckee
Delano	* Mojave Switching Center	Tulare
Dinuba	Monterey	Turlock
Dixon	Morro Bay	Ukiah
Downsville	Mt. Shasta	Vacaville
Dunnigan	Napa	Vallejo
Dunsmuir	Newman	Visalia
Edwards	Nimbus (Aero-Jet)	Wasco
<i>Eik</i>	North Tahoe	Watsonville
Eureka	Oakdale	Weed
Fairfield-Suisun	Orland	Willits
Fair Oaks	Oroville	Willows
Felton	Paradise	Woodland
Firebaugh	Paso Robles	Yosemite
Folsom	Petaluma	Yreka
Forestville	Placerville	

* Special Rate Area treated as Base Rate Area of Exchange

Section C4.04 NEVADA

Austin	Empire/Gerlach	Pahrump
Battle Mountain	Fernley	Reno
Beatty	Hawthorne	Schurz
Carson City	Indian Springs	Tonopah
Crystal Bay	Las Vegas	Virginia City
Elko	Lovelock	Winnemucca
Ely	Orovada	

Section C5 TEAM PERFORMANCE AWARD (TPA)

For *employees covered under this agreement* the Team Performance Award (TPA) will apply for the years *2001, 2002, 2003 and 2004*.

Section C5.01 TEAM PERFORMANCE AWARD (TPA) - DESCRIPTION

A. Purpose

The TPA is intended to encourage and reward team performance of employees by providing incentive compensation based on attainment of Corporate and Business Plan objectives. Participants will earn an award based on the performance of *Pacific Bell*. The Company performance measures will be the same as the Company performance measures used for the management Team Award.

B. Awards

Awards under the Plan are based on performance over an Award Year (calendar year). A standard award amount is determined for each Award Year, a percentage of which may be earned by eligible employees depending on team performance during the Award Year. Standard Award amounts are included on the wage schedules of this appendix.

1. Award Level

The TPA is tied to Company success. The maximum award earned for financial and service performance is 100% of the standard award. Pay-outs greater than 100% are at the discretion of the Company. Any discretionary pay-out percentage over 100% will be the same as the Company pay-out percentage used for the management Team Award of *Pacific Bell*. The minimum threshold is a 50% pay-out. Performance which results in a calculation below 50% results in no pay-out.

2. Award Computation

Eligible employees will receive awards based on Company performance including financial and services measures. Section C5.02 describes the performance measurement process and the computation of the TPA.

Section C5.01 TEAM PERFORMANCE AWARD (TPA) - DESCRIPTION (Continued)

3. Award Payment

Payment of awards will be made as soon as practicable after the Award Year and will normally occur *the payday of the last full pay period in February*.

C. Eligibility

Team members who have at least 90 days active service during the Award Year are eligible for awards. Active service may not be rounded up to 90 days to achieve eligibility. Neither may disability or leave of absence time be included to meet the 90 days minimum active service requirement.

D. Prorating Awards

Those employees in the Plan for 90 days or more but less than twelve months receive prorated amounts. Amounts will be prorated on a daily basis.

E. Part-Time Employees, Temporary Employees and Term Employees

Part-Time employees are eligible for a prorated award based on the relationship of the individual part-time employee's average workweek for the calendar year to a forty (40) hour workweek.

Temporary and Term employees are eligible for a prorated award if all other eligibility requirements are met.

F. Transfers, Promotions, Retirements, Resignations and Dismissals

Participating employees who transfer, resign, retire, or are dismissed during an Award Year will be treated according to the following provisions:

1. Transfers

An employee transferring between positions is eligible for a prorated award according to the time of active service in that position. A total of 90 days active service in all eligible positions must be met, however.

2. Promotions

Employees moving between award eligible levels during an Award Year shall have their award prorated according to the time of active service at each level.

3. Temporary Promotions/Reclassifications

Temporary promotees/reclassifications are eligible for a prorated award according to the time of active service in that title.

Section C5.01 TEAM PERFORMANCE AWARD (TPA) - DESCRIPTION (Continued)

4. Retirements

Retirees with 90 days or more of active service during the Award Year are eligible to receive prorated awards.

5. Resignations

An employee who resigns or is laid off during an Award Year is eligible for a prorated award if all other eligibility requirements have been met.

6. Dismissals

An employee who is dismissed during the Award Year is not eligible for the award.

G. Short-Term Disability Absence

Employees having cumulative Short-Term disability absence(s) for ninety (90) days or less in a year will receive a full award. When the disability period is in excess of ninety (90) days in a year, the award will be prorated to the nearest day of active service for the Award Year.

~~H. Other Leaves of Absences~~

Employees on approved military leave(s) of absence who have one (1) year or more service will be given full wage credit up to three (3) months toward the award. Employees on other approved leave(s) of absence will have cumulative leave time in excess of thirty (30) days excluded from award computation.

I. Time Off For Union Activities

Time off for union activities (both UP and UA time) will be counted as time worked when computing awards.

Excused time in any month in an Award Year which is counted as time worked will be added to actual time worked before prorating.

Section C5.01 TEAM PERFORMANCE AWARD (TPA) - DESCRIPTION (Continued)

J. Benefits Treatment

The TPA is recognized for many benefit programs that are pay related. The effect of this practice on specific benefits is shown below.

1. Death Benefits

Awards paid within the twelve (12) month period prior to the date of death are included in the basic pay. Awards received in the twelve months prior to the date of retirement are included in the death benefit computation for a retired employee. Awards received after retirement do not affect the benefit.

2. Group Insurance

Awards received in the past twelve (12) months are included in the computation of basic pay for all insurance coverage. Deductions from monthly pay will be made for employees purchasing Supplementary coverage on an annualized basis.

3. Savings Plan

TPA will be included in Savings Plan deductions.

4. Short-Term Disability

Payment is equal to the current base wage rate. The TPA is not considered.

5. Long-Term Disability

Maximum payment is 50% of the base wage rate in effect at the beginning of the disability. The TPA is not considered.

6. Pensions

The TPA is included when pension bands are assigned.

K. Taxes, Personal Allotments

Awards are subject to state and local taxes, Federal Income Tax, Social Security Tax, Medicare Tax and California State Disability deductions at the time of payment. Union dues will be deducted at the same rate as they are deducted for wages. Employees with 401(k) elections will not have State or Federal Income Taxes deducted from that portion.

Personal allotments such as Savings Bonds and United Giving contributions will not be made.

Section C5.01 TEAM PERFORMANCE AWARD (TPA) - DESCRIPTION (Continued)

L. Overtime

Overtime payments will be based on an hourly rate which includes both base and TPA payments.

An employee's hourly wage TPA rate for overtime payments will be calculated as follows:

The hourly rate will be equal to actual award divided by 2080 hours.

Example of TPA Overtime Payment Using TPA hourly rate:

An employee's TPA Payment equals \$1,768. The employee worked 100 hours of overtime in the award year at a time and one-half rate (100 x 1.5 = 150 hours).

	<u>TPA</u> <u>Hourly</u> <u>Rate</u>		<u>Overtime</u> <u>Hours</u> <u>Worked</u>		<u>TPA</u> <u>Overtime</u> <u>Payment</u>
$\frac{\$1,768}{2080}$	= .85	X	150	=	\$127.50

The TPA Overtime Payment (TPAOT) will be included in the *pay check of the last full pay period of February TPA Pay-out.*

Section C5.02 TEAM PERFORMANCE AWARD (TPA) - COMPUTATIONS

The TPA will provide annual cash payments, based on an employee's wage schedule, depending on whether *the* Company meets, exceeds or misses its financial and service goals. The TPA will be based on Pacific Bell performance. The Company performance measures will be the same as the Company performance measures used for the Pacific Bell Management Team Award.

Section C5.02 TEAM PERFORMANCE AWARD (TPA) – COMPUTATIONS (continued)

The TPA payments will be determined as follows:

1. A standard award, based on the top step of an employee's wage schedule, will be given annually if the Company meets its financial and service goals. The standard award will be 5.0% of annual top step pay for each of the years **2001 – 2004**.
2. The standard awards described in number 1 above will be adjusted based on percent achievement of Company performance measures.

The TPA pay-out will be based on the percent achievement of Company performance measures. Each year, Pacific Bell will set:

- financial and customer service targets
- a financial/service weighting

3. The percent achievement of *the* Company's financial and service targets will determine the Team Performance Award. The Company pay-out percentages for the Team Performance Award will be the same as the Company pay-out percentages used for the management Team Award of **Pacific Bell**.
4. An example of a pay-out computation is shown below:

- Company performance targets for financial and service performance were set by the Company. The Company also determined that the TPA pay-out would be based 75% on financial performance and 25% on service performance.
- 98% of the financial target was attained, which resulted in 98%. The weighting of the financial portion is 75%. 98% multiplied by 75% equals a 73.5% result.
- 100% of the service target was attained, which resulted in 100%. The weighting of the service portion is 25%. 100% multiplied by 25% equals a 25% result.
- The financial result of 73.5% plus the service result of 25% equals a TPA pay-out of 98.5%.

Financial			Service		TPA Payout	
a	Performance	98%	+	100%	=	98.5%
b	Weighting	75%		25%		
c	a x b = results	73.5%		25%		

Section C6 PENSION TABLE REVISIONS

The following monthly pension benefit amounts will be effective for those persons retiring on or after *January 1, 2002, January 1, 2003 and January 1, 2004*:

Pension Band Number	For Retirements on or after January 1, 2002	For Retirements on or after January 1, 2003	For Retirements on or after January 1, 2004
104	\$32.24	\$33.53	\$35.54
105	\$33.44	\$34.78	\$36.87
106	\$34.68	\$36.07	\$38.23
107	\$35.91	\$37.35	\$39.59
108	\$37.09	\$38.57	\$40.88
109	\$38.31	\$39.84	\$42.23
110	\$39.51	\$41.09	\$43.56
111	\$40.73	\$42.36	\$44.90
112	\$41.90	\$43.58	\$46.19
113	\$43.14	\$44.87	\$47.56
114	\$44.32	\$46.09	\$48.86
115	\$45.55	\$47.37	\$50.21
116	\$46.76	\$48.63	\$51.55
117	\$47.94	\$49.86	\$52.85
118	\$49.17	\$51.14	\$54.21
119	\$50.38	\$52.40	\$55.54
120	\$51.57	\$53.63	\$56.85
121	\$52.77	\$54.88	\$58.17
122	\$53.99	\$56.15	\$59.52

Sample Pension Computation

Note: Refer to your Summary Plan Description for a full description of how a pension is computed, including the supplemental pension, early retirement discount, survivor annuity option, etc.

The basic monthly pension is computed as your service credit multiplied by the monthly benefit amount (above) for your pension band.

You will find the pension band for your job and wage schedule in the Wage Schedule Tables of the Contract.

For example, if an employee with a wage schedule assigned pension band 114 retired in January, 2003, with thirty (30) years of service, the pension would be $30 \times \$46.09 = \$1,382.70$ per month.

Section C7**EVENING, NIGHT AND EARLY MORNING DIFFERENTIALS****A. APPLICABLE FOR WAGE SCHEDULES WS3 AND WS5****1. Evening and Night Differentials**

TOURS ENDING	LENGTH OF TOUR	% DAILY DIFFER.
6:30 P.M.	7-1/2 HRS.	1.0%
6:31 P.M. TO 7:00PM	7-1/2 HRS.	2.5%
7:01 P.M. TO 7:59PM	7-1/2 HRS.	2.5%
8:00 P.M. TO 8:59PM	7 HRS.	2.0%
9:00 P.M. TO 10:00 P.M.	7 HRS.	2.0%
10:01 P.M. TO 11:00 P.M.	6 HRS.	1.0%
11:01 P.M. TO 12 MID.	6 HRS.	1.0%
12:01 A.M. TO 1:00 A.M.	6 HRS.	1.0%
1:01 A.M. TO 2:00 A.M.	6 HRS.	1.5%
2:01 A.M. TO 3:00 A.M.	6 HRS.	2.0%
ALL-NIGHT TOURS	7 HRS.	3.0%

TO BE ADMINISTERED AS PROVIDED IN APPENDIX A, SECTION A3.

2. Early Morning Differential

TOURS BEGINNING	LENGTH OF TOUR	% DAILY DIFFER.
5:00 A.M. TO 5:59 A.M.	7-1/2 HRS.	2.0%

Section C8 WAGE ADMINISTRATIVE PRACTICE

Section C8.01 GENERAL

A. The following definitions will apply to this practice:

1. A Change of Assignment is a change from one title classification to a different title classification.

To determine whether an employee's change of assignment is to a lower, equal or higher-rated schedule, compare the top rate of employee's former schedule with the top rate of the schedule to which the employee is being assigned. When comparing top rates, include any applicable job (not shift) differential, except a relief differential.

2. Steps - are a specified number of six month intervals on a schedule. Steps are associated with specific wage rates. We currently have 9 *and* 11 step schedules.
3. Elapsed Time - is the time an employee has accumulated or should be credited with on a step.
4. Total Schedule Time or Wage Experience Credit is determined by combining the number of months corresponding to the employee's current step, and the elapsed time on that step.

B. The following rules should apply to all moves between schedules, whether to lower, equal or higher rated schedules:

1. When the change of assignment occurs on the same date on which a scheduled increase is due, both increases shall be effective on that date but the scheduled increase shall be considered as preceding any applicable promotional increase.
2. When the change of assignment is to a schedule in a different wage area, the employee shall first be placed on the former schedule in the new wage area with the same total schedule time. Movement to the new schedule will then be according to the rules outlined in Sections C8.02, C8.03, C8.04, C8.05, or C8.06 which follow.
3. In no case shall the new wage rate exceed the top rate of the schedule to which the employee is assigned.
4. In no case shall any employee lose Total Schedule Time or Wage Experience Credit with exception of the limitation STEP FROM MAXIMUM.

Section C8.02 CHANGES OF ASSIGNMENT TO A HIGHER-RATED SCHEDULE

Compare the rate associated with the employee's step on the lower-rated schedule, including any applicable job differential (except a relief differential), with the rate associated on the new schedule as determined by allowing the employee full Wage Experience Credit in progression or at maximum on the old wage schedule. The employee shall then be placed on the new wage schedule according to the following rules:

- A. If the wage rate on the new schedule is equal to or lower than the rate on the lower-rated schedule, the employee shall be placed on the step of the new schedule having the rate nearest to but not less than the employee's existing rate.
- B. If the rate on the new wage schedule is higher than the rate on the lower-rated schedule, the employee shall be placed on the new schedule allowing full Wage Experience Credit in progression, or at maximum from the old schedule.
- C. The employee shall be placed on the step on the new wage schedule, as determined by the comparisons made in paragraphs A. and B. preceding, but not to exceed the step down from maximum of the new schedule as listed following paragraph D.
- D. To determine the time interval to the next progression increase on the schedule to which assigned, credit shall be allowed for the employee's elapsed time on the step of the lower-rated schedule, both in progression or at maximum WITH THE EXCEPTION of any movement involving a limitation on the step from maximum. In such cases, no credit shall be allowed towards the next progression increase.

UPGRADE TO:

.....
(LIMITATION)
STEP FROM MAXIMUM - 12 MONTHS
.....

Building Specialist
Combination Technician
Communications Technician
Company Telecommunications
Technician
Copy Service Artist
Customer Service Technician
Equipment Installation Technician

Equipment Specialist
Headend Technician
Production Representative
Splicing Technician
Systems Technician
Systems Technician - Data Comm.
Testing Technician

Section C8.02 CHANGES OF ASSIGNMENT TO A HIGHER-RATED SCHEDULE (Continued)

(LIMITATION)
STEP FROM MAXIMUM - 6 MONTHS

Accounting Associate	FACS Administrator
Accounting Specialist	Field Job Administrator
Analyst	Garage Mechanic
Assignment Administrator	Maintenance Administrator
Building Mechanic	Maintenance Notification Associate
Collection Representative	Medical Assistant
Collection Representative - Bilingual	Network Maintenance Specialist
Collector	Operations Administrator
Computer Operator	Operations Specialist
Customer Representative	Order Writer
Customer Representative - Bilingual	Outside Plant Technician
Customer Service Technician	Provisioning Specialist
Data Administrator	RCMA Administrator
Data Specialist	Sales and Service Representative - Bilingual
Driver	Service Representative
Engineering Administrator	Services Technician
Engineering Assistant	Supervisor's Assistant
Engineering Cost Associate	Supply Service Attendant
Facilities Administrator	Supply Specialist-Nevada
Facilities Technician	

(LIMITATION)
STEP FROM MAXIMUM - 0 MONTHS

Administrative Clerk	Office Associate
Cashier	Operator
Central Office Associate	Reports Associate
Customer Associate	Service Assistant
Customer Service Associate	Service Assistant - Bilingual
Data Entry Associate	Services Specialist
Garage Attendant	Staff Associate
HR Operations Associate	Translations Operator
Information Processor	Video Installer
Messenger (Motorized)	Warehouse Supplies Attendant

Section C8.03 EXCEPTIONS TO THE LIMITATIONS IN SECTION C8.02

- A. Moves from one title to another title having the same twelve (12) months or six (6) months limitation shall be at full wage experience credit.
- B. Moves between Wage Schedule WS11 and WS12 shall be at full wage experience credit.
- C. Moves between the following titles shall be at full wage experience credit:
 - Building Mechanic
 - Building Specialist
 - Collector
 - Copy Service Artist
 - Driver
 - Equipment Specialist
 - Facilities Technician
 - Garage Attendant
- D. Moves to a higher-rated schedule resulting in a decrease in the employee's wage rate under the procedures outlined in Section C8.02 above shall be made as follows:

The employees shall instead be placed on the step of the new schedule having the rate nearest to, but not less than, the existing rate (step from maximum limitations will not apply).
- E. Changes of assignment to a previously held title shall be at full wage experience credit.

Section C8.04 CHANGES OF ASSIGNMENT BETWEEN SCHEDULES WITH THE SAME TOP RATE

- A. Changes of Assignment Between Schedules of the Same Length:

Compare the rate associated with the employee's step on the old wage schedule with the same step on the new wage schedule.

- 1. If the rate on the new schedule is the same or higher than the rate on the old schedule, the employee shall be placed on the step of the new schedule by allowing full Wage Experience Credit. To determine the time interval to the next progression increase, credit shall be allowed for the employee's elapsed time on the step of the old schedule.
- 2. If the rate on the new schedule is lower than the rate on the old schedule, the employee shall be placed on the step of the new schedule having the rate nearest to but not less than the employee's existing rate. To determine the time interval to the next progression increase, no credit shall be allowed for the employee's elapsed time on the step of the old schedule.

**Section C8.04 CHANGES OF ASSIGNMENT BETWEEN SCHEDULES WITH THE SAME TOP RATE
(Continued)**

B. Changes of Assignment From a Shorter to a Longer Wage Schedule:

The employee shall be placed on the step of the new schedule having the rate nearest to, but not less than the employee's existing rate. To determine the time interval to the next progression increase, no credit shall be allowed for the employee's elapsed time on the step of the old schedule.

C. Changes of Assignment From a Longer to a Shorter Wage Schedule:

The employee shall be placed on the step of the new schedule that the employee was administered on the former schedule. To determine the time interval to the next progression increase, credit shall be allowed for the employee's elapsed time on the step of old schedule.

Section C8.05 CHANGES OF ASSIGNMENT TO A LOWER-RATED SCHEDULE

On all changes of assignment to a lower-rated schedule, the employee shall be placed on the same step on the lower-rated schedule that the employee was administered on the former schedule. To determine the time interval to the next progression increase, credit shall be allowed for the employee's elapsed time on the step of the former schedule.

Section C8.06 RETREATS

Anytime an employee moves to another job and subsequently retreats to the former job within six (6) months; for wage purposes the employee will be treated as though he or she never left the job.

AGREEMENT OF RECOGNITION

The Union certifies that a majority of non-supervisory employees in the bargaining units described below have designated the Union as the exclusive bargaining agent and have empowered the authorized representatives of the Union to bargain collectively and to enter into and execute agreements with the Companies with respect to rates of pay, wages, hours of employment and other conditions of employment.

All non-supervisory employees in the organizations and having the job titles specified in Appendix A, Sections A1 through A1.01, A2 through A2.01, A3 through A3.01, A4 through A4.01, and Appendix B, are represented by the Communications Workers of America (CWA) with the following exceptions:

- Employees represented by other Unions.
- Non-represented employees whose non-represented status exists at the effective date of this Contract.

The Companies will periodically provide the Union with an updated addenda of representation by appendix by operating unit and payroll ARC.

- As new reports are issued, the Companies will provide the Union with a copy of the summary of changes since the previous report.

[illegible][illegible]

**The Memoranda of Agreement on the following pages,
which are included for easy reference,
are effective through the term of
the 2001 Contract
between**

**Pacific Bell/Nevada Bell,
SBC Telecom, Inc. in Las Vegas, Nevada,
SBC Telecom, Inc. - Network Operations,
SBC Advanced Solutions, Inc.,
SBC Services, Inc.,
Pacific Bell Information Services-Maintenance Notification Group,
Pacific Bell Home Entertainment**

And

the Communications Workers of America

1.	Documentation Retention	169
2.	Early Retirement Benefits	171
3.	<i>Eliminate Force Freezes, Force Limitations & Metering.....</i>	179
4.	Employee Career Development Programs and Training/Retraining (Horizons).....	181
5.	<i>Flextime.....</i>	183
6.	Monitoring and Productivity Measurements (Operator Services).....	185
7.	Pay Treatment for Medically Restricted Employees.....	187
8.	Principles For Sales Incentive Programs.....	189
9.	Provide for Voluntary Waiving of the Sunday Plus Four Request ...	191
10.	Relocation Expense Treatment	193
11.	<i>Subcontracting.....</i>	197
12.	Supervisory Monitoring – Definition Per CPUC Decision.....	199
13.	Supervisory Monitoring – Service Representatives	201

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Area Director

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PACIFIC BELL
A Pacific Telesis Company

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Area Director
District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, CA 94010

Mr. Reid B. Pearce
Area Director
District 9
Communications Workers of America
6033 West Century Blvd., Ste. 600
Los Angeles, CA 90045

Dear Carole and Reid:

This Memorandum of Agreement will confirm our understanding of October 22, 1989, regarding retention of personnel folder documentation.

The Companies' policy on the retention of personnel folder documentation regarding job performance in the areas of attendance, quality, and/or quantity of work on employees who have been subject to disciplinary action is:

"Once disciplinary action has been taken and the problem corrected, all records will be destroyed."

This policy will be supplemented with this clarification:

"Under normal conditions, the records will be destroyed within one year of the action taken."

This Memorandum of Agreement will only become effective if the collective bargaining agreement between the parties embodied in the Memorandum of Agreement dated October 22, 1989, is ratified by the Union membership on or before December 1, 1989. If that Memorandum of Agreement is so ratified, this Memorandum of Agreement will become effective and will be subject to termination in accordance with Article 9 of the collective bargaining agreement effective August 6, 1989.

COMMUNICATIONS WORKERS OF AMERICA

PACIFIC BELL/NEVADA BELL~

Agreed: 
Area Director, District 9

By: 
Executive Director -
Labor Relations

Date: 10-22-89

Date: 10-22-89

Agreed: 
Area Director, District 9

Date: 10-22-89

MEMORANDUM OF AGREEMENT

EARLY RETIREMENT BENEFIT

The pension plan will be modified effective October 1, 1995 to provide that from time to time during the life of the contract, the Companies may designate work groups in which they will offer an Early Retirement Benefit (ERB) providing enhanced pension benefits. For purposes of this memorandum of agreement "work group" shall mean a group identified by Vice President, headquarters and job title. ERB is intended to be offered to alleviate or avoid surplus conditions. The Companies will determine, in their discretion, whether and when to offer ERB, but surplus will not be declared in a work group where ERB has not been offered to all work groups with the same title and Vice President entity within the consolidated headquarters defined in Article 2. There will be a thirty (30) calendar day election period. The Companies may place a limit on the number of employees who will be eligible for the ERB benefit separately in each work group. The Companies will send to the Union a listing of the work groups to be offered ERB before the start of the thirty (30) calendar day election period. Employees who elect to accept the offer and who are eligible under the participation limit for their group have to terminate employment at the time that is set for their retirement. They will not be allowed to revoke their election to retire, and their termination at the time set for their retirement will not be subject to arbitration.

4 + 4 Pension Enhancement

ERB is a 4+4 pension enhancement. Employees who meet all eligibility requirements will have four (4) years added to their age and four (4) years added to their service for purposes of computing their enhanced pension as of their retirement date.

The four (4) years of service and four (4) years of age that are added in computing the amount of the enhanced pension under ERB only apply as of the eligibility date and the retirement date and only apply for purposes of:

- a. Determining eligibility for a service pension under ERB;
- b. Computing the amount of the enhanced pension under ERB;
- c. Determining the application of an age related discount;
- d. Bridging of past service for determining eligibility for a service pension and the pension amount; and
- e. Meeting the requirement that an employee have at least eighteen (18) months in a pension band in order to apply all past service to the value of the band.

Eligibility

An employee in a designated work group is eligible to receive the ERB enhanced pension if:

1. The employee is a current employee who has not waived rights to active benefits.
2. The employee's actual age and service (without any enhancements) as of the final day of the thirty (30) calendar day election period meet the normal service pension requirement or would meet the requirement with the addition of four (4) years to age and four (4) years to service, that is:

Normal Service Pension Requirements

Eligibility Requirements with 4 + 4

- | | |
|-------------------------------------|----------------------------------|
| a. any age with 30 years of service | any age with 26 years of service |
| b. age 50 with 25 years of service | age 46 with 21 years of service |
| c. age 55 with 20 years of service | age 51 with 16 years of service |
| d. age 65 with 10 years of service | age 61 with 6 years of service |

If prior service would be bridged with the addition of four (4) years of service, the bridged total shall be used for determining if the employee would meet normal pension requirements as of the end election period, and for computing the pension amount as of the retirement date, but not for any other purpose. For instance, it will not be used for determining service for the metering process described below.

3. The employee elects to retire with the ERB pension enhancement and signs and delivers an election form to the appropriate Company during the thirty (30) calendar day election period.
4. The employee satisfies the requirements of the limitation on the number of eligible employees, if applicable.

5. The employee retires in the month that is determined through the metering process described below or on the fifteenth (15th) calendar day following the end of the election period, if the metering process is not used. Employees who terminate employment before the applicable times will not receive the enhanced pension.

Temporary Supplement to Age 62

If an employee retires with a service pension under ERB and the employee has not reached his or her sixty-second birthday at retirement, the employee's pension, after the 4+4 enhancement, will be increased by the addition of a 30% supplement. This temporary supplement will be paid each month, with the last payment made for the month in which the retiree's sixty-second birthday occurs.

There will be a separate election for a lump sum cashout applicable to this temporary supplement. If the employee elects a cashout of the single life annuity the temporary supplement will also be cashed out. If the employee elects monthly payments of the service pension annuity, the employee may separately elect a cashout of the temporary supplement only.

Participation Limits

1. Within any work group the Company may place a limit on the number of employees who will be eligible for the ERB benefit.
2. Any such limit on a work group will be set before the thirty-day election period begins, and the Company will inform the Union of work groups with participation limits.
3. If the number of employees submitting election forms exceeds the limit for the work group, eligibility will be determined by seniority, i.e., only the senior employees up to the limit will be eligible. This eligibility determination is made as of the end of the election period, and will not be changed.

Metering Process

In each second level work unit, or the next level higher work unit if there is no second level work unit, the Companies may use the following process to determine when employees within a work unit must retire in order to receive the ERB pension enhancement.

1. Before the thirty (30) calendar day election period begins, the Companies will designate the work units using this metering and will inform the Union.
2. The metering process will result in selection of a specific retirement month, within one (1) year from the end of the thirty (30) calendar day election period, for each prospectively eligible employee in the work unit who elected ERB. Only calendar months will be designated as retirement months. The month in which the election period ends may be a designated retirement month.
3. There are two steps to the metering process:
 - a. Within ten (10) calendar days following the end of the election period, for each work unit using the metering process, the Companies will distribute a metering list designating the specific calendar month or months in which employees in that work unit may retire with ERB, and the number of such employees that may retire in each such designated month.
 - b. If more than one month is designated, each prospectively eligible employee will identify his or her preference order for all available months on the metering list in which he or she is allowed to retire. Employees shall have five (5) calendar days from receipt of the metering list in which to identify their retirement month preference order. The preference lists will then be matched, by seniority, with the metering list, so that each employee receives his or her most preferred retirement month remaining on the metering list, after the preferences of the more senior employees (as expressed on their preference lists) have been given effect. If two employees have identical

seniority, the one whose last four social security number digits comprise the larger number will be treated as if he or she were more senior. An employee who does not identify his or her preferences within the above timeframe, or who submits an incomplete preference list and whose preferences have all been taken, will be scheduled to retire in the earliest remaining available month on the metering list.

4. Once the retirement schedule is set, it will not be changed.
5. If an employee terminates employment before the month he or she elected through this metering process, the employee will not receive the ERB pension enhancement. Employees who do not select a particular date during the month they elected through the metering process for retirement will be terminated as of the last day of that month.
6. If a work unit does not use the metering process, all the employees in that work unit who elect ERB and meet the other ERB eligibility requirements must retire on the fifteenth (15th) calendar day following the end of the election period in order to receive the enhanced pension.
7. Employees receiving short term disability benefits and employees on a leave of absence as of the thirtieth (30th) day of the thirty-day election period will not be included in the metering process, and must retire on the fifteenth (15th) day following the end of the thirty-day election period, or earlier if their short term disability benefits end earlier.

Other Provisions Applicable to ERB

1. The pension plan will be amended for each ERB offer. Notwithstanding any other provision of the Collective Bargaining Agreement, the Companies shall have the right to amend the pension plan as appropriate to implement ERB.

2. The ERB service enhancement is not a permanent change to the employee's term of employment or net credited service and will not be used for any purpose other than determination of the ERB benefit, e.g., it will not be used to determine vacation or seniority, including seniority regarding the ERB metering process.
3. The enhanced pension benefit is available only to those employees who meet all eligibility requirements and are designated eligible by an amendment to the pension plan, and only during those periods and under those conditions designated. The pension enhancement will not be applied to any employee who terminates employment before the time set for the employee's retirement.
4. If an employee who was previously granted an enhanced pension under Early Retirement Choice (ERC) or Early Retirement Incentive (ERI) is in a work group where the ERB benefit is offered, the employee's eligibility for the ERB benefit and the amount of benefit are determined without regard to any enhancements provided under ERC or ERI.
5. For employees with part-time service during their term of employment, the four (4) years of enhanced service will be prorated in computing the amount of the pension benefit. No proration will apply for the purpose of determining eligibility for a service pension under ERB.
6. Employees receiving short term disability benefits or employees on leave of absence from a work group that has offered the enhanced pension will be eligible for the benefit if they otherwise meet the eligibility requirements.
7. Employees temporarily promoted out of the work group or transferred out as of the ERB designated election period will not be covered by the pension enhancement.
8. If an employee who has accepted an offer of ERI Phase II enhanced pension benefits is still an employee after the effective date of this Memorandum of Agreement, the employee will retire under the provisions of the ERI

Phase II offer. However, if the ERB pension enhancement is offered in such an employee's work group and the thirty-day election period for the work group starts before the employee's retirement date under ERI Phase II, the employee will retire on the date established under ERI Phase II, but will receive the better of the ERI Phase II benefit or the ERB benefit determined as of the retirement date. An employee in this circumstance will not be subject to a participation limit on eligibility under ERB and will not be counted toward the number of employees eligible under any participation limit on the employee's work group.

9. If an employee retires with a service pension enhanced under ERB and at a later time returns to employment with the Companies and becomes an active participant in the pension plan, the employee's service and pension will be determined in the future without regard to the ERB enhancement. On subsequent termination the employee will receive the greater of the normal pension benefit without regard to the ERB or the benefit that was determined under ERB, subject to the offset rules of the pension plan for a cashout of a previous pension.
10. Administration of the Early Retirement Benefit will not be subject to arbitration.

Effective date/language:

With ratification

Termination date/language:

In accordance with the Conclusion Article

Coverage:

Pacific Bell Yes

Nevada Bell Yes

ORIGINAL SIGNED: August 8, 1995

MEMORANDUM OF AGREEMENT

ELIMINATE FORCE FREEZES, FORCE LIMITATIONS & METERING

1. Before implementing any force limitation, the Companies will give the affected Union Local(s) and District 9 fourteen calendar days advance notice during which time the Union Local(s) and the principle managers in the Officer organization planning to implement the force limitation will meet to discuss the need for the force limitation. In addition, the Officer of the impacted organization will notify the Local(s) and District 9 in writing. The notification will contain the following:

- Organization name
- Title(s) affected
- Location(s)
- Start date and end date of the force limitation
- Rationale for the force limitation
- Action plan to resolve the force limitation

It is understood, however, that this agreement does not prejudice the Companies' right to implement the force limitation at the end of the 14-calendar day period.

2. Each request for a force limitation must be accompanied by a plan designed to return the affected group to an unrestricted flow of transfers. The Business Unit Officer will periodically review the progress being made toward resolution of the situation and notify the affected Union Local(s) and District 9 on a quarterly basis.

Effective Date: With ratification

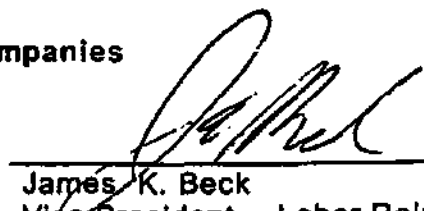
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement

Applies to:	Pacific Bell	X	SBC Services, Inc.	X
	Nevada Bell	X	SBC Telecom, Inc.	X
	ASI	X	PB Home Entertainment	X

Communications Workers of America

The Companies

Agreed: 
James B. Gordon
Area Director CWA - District 9

Agreed: 
James K. Beck
Vice President - Labor Relations

Date: 3/23/01

Date: 3/23/01

MEMORANDUM OF AGREEMENT

EMPLOYEE CAREER DEVELOPMENT PROGRAMS TRAINING/RETRAINING

Employee Career Development Programs

The Companies and the Union agree to continue the jointly administered Training/Retraining Programs also known as Horizons. Horizons will continue to be part of the Employee Career Development Programs and will continue to be administered by the Training/Retraining Working Committees pursuant to Sections 2.02 and 2.03 of the current contract. The Companies will make funding of up to sixteen million dollars available for Horizons over the life of the contract.

The Training/Retraining Working Committees' ongoing administrative responsibilities include:

- determining Horizons practices such as but not limited to, training cost prepayment, reimbursement to employees and former employees, approval of all courses, approval of all vendors, and payment of the committee members from the Horizons funding for time spent administering the program;
- arranging for any necessary services to support administration of Horizons. Services may be provided by the Companies or outside vendors, but in either event the services will be charged to the sixteen million dollar funding.

Effective Date: With ratification
Termination Date: In accordance with the conclusion article of the 1998 contract
Coverage: Pacific Bell and Nevada Bell

Communications Workers of America

Agreed: Vira Milirides
Vira Milirides
Area Director CWA-District 9

Date: 5/1/98

Pacific Bell/Nevada Bell

Agreed: Jim K. Beck
Jim K. Beck
Executive Director - Labor Relations

Agreed: Sue Crutcher
Sue Crutcher
Executive Director - Labor Relations

Date: 5/1/98

MEMORANDUM OF AGREEMENT

FLEXTIME

The Companies and the Union agree that Local Management and the Local Union may establish a Flextime Work Schedule Procedure in accordance with the following:

- The Companies or the Local Union may initiate a discussion regarding a Flexible Work Schedule Procedure.
- Where there is mutual agreement the parties will jointly develop the flextime procedure.
- Flextime schedules are limited to the same calendar day and to scheduled hours of work in that calendar day. For employees on a four-ten schedule flextime schedules are limited to the same calendar day and to ten (10) hours of work in that calendar day.
- Flextime is intended to allow for unexpected situations and is not intended to circumvent the attendance policy.
- In those locations where employees are required to fill out time sheets, all schedule variations must be posted on their time sheets.
- Flextime arrangements cannot create a premium/differential pay opportunity/obligation.
- An employee's shift will not change as a result of flextime.
 - Local agreements must be in writing.
 - The parties to any Local agreements will include a provision for either party to cancel the Local agreement with written notice.
- Prior to implementation, the Company and Union Bargainers must approve all Local Agreements.
 - Neither the local Flextime Agreement nor any procedure that the parties establish regarding Flextime will be subject to the grievance or arbitration process.

MEMORANDUM OF AGREEMENT

FLEXTIME

The parties to any local agreements do not have the authority to establish a procedure that violates any provision of the collective bargaining agreement. Should it later be determined that a locally agreed procedure is, in fact, a violation of the collective bargaining agreement, the Companies will not incur any liability for that violation.

This agreement is not subject to the grievance or arbitration process and may be canceled by either party with thirty (30) days written notice.

Effective Date: With ratification

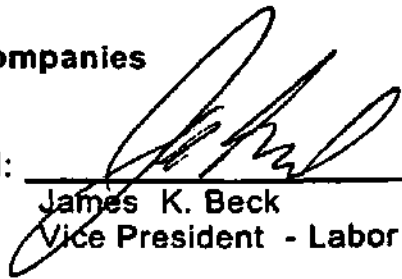
Termination Date: ~~With the Conclusion Article of the 2001 Collective Bargaining Agreement~~

Applies to:	Pacific Bell	<u>X</u>	SBC Services, Inc.	<u>X</u>
	Nevada Bell	<u>X</u>	SBC Telecom, Inc.	<u>X</u>
	ASI	<u>X</u>	PB Home Entertainment	<u>X</u>

Communications Workers of America

The Companies

Agreed: 
James B. Gordon
Area Director CWA - District 9

Agreed: 
James K. Beck
Vice President - Labor Relations

Date: 3/23/01

Date: 3/23/01

J.C. Eastwood
Executive Director

2500 Camino Ramon
San Ramon, California 94523
(415) 823 5500

PACIFIC * BELL.
A Pacific Teleson Company

SEP 11 1988

Mr. Ken Crosswell
Assistant to the Vice President,
District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, California 94010

Mr. Reid B. Pearce
Administrative Assistant to
the Vice President, District 9
Communications Workers of America
6033 West Century Boulevard
Suite 600
Los Angeles, California 90045

Gentlemen:

This letter supersedes our May 11, 1984 (tab 252) letter regarding monitoring. The reference to TSPS is changed to TOPS. The agreement will continue to apply to Pacific Bell only. There is no intent to change the agreement which reads as follows:

Our approach to monitoring and productivity measurements will be based on a premise that fosters a work environment that builds on mutual trust and respect and that enhances job satisfaction.

We agree that:

o Remote monitoring for evaluate purposes will be conducted as follows:

- Done only when all employees in the work group have been notified by a visual indicator which will be used only when monitoring is taking place.
- Limited to thirty (30) calls per month for TOPS and fifty (50) for Directory Assistance. Monitoring of an employee will take place on no more than three days per month and will be limited to one monitoring session each day.

New employees for three (3) months following initial training may have double that number taken.

- Coverage of an employee should take place as soon as as possible, but must take place within the same day.
- No make-up observations will be taken.


- o Diagnostic monitoring will be done on a parallel basis at the employee's position to identify individual training needs and provide follow-up to ensure training has been effective.
- o Parallel monitoring for the purpose of verifying the effectiveness of new practices and customer response, etc. will be taken with operator's who agree.
- o No employee will be dismissed solely as a result of monitoring unless secrecy of communications, fraud, loss of revenue or gross customer abuse is involved.
- o Service management observations will not be taken.

Good service to customers and enhanced revenue are of equal importance. Productivity measurements will be reviewed with the Union periodically to maximize these objectives.

Monitoring is intended to be used for training and development of operators in order to reach their potential and provide good customer service.

COMMUNICATIONS WORKERS OF AMERICA


PACIFIC BELL

Agreed: 
Assistant to the Vice
President, District 9

By: 
Executive Director -
Labor Relations

Date: Sept. 11, 1986

Date: 9-11-86

Agreed: 
Administrative Assistant
to the Vice President,
District 9

Date: 9-11-86

SEP 11 1983

Mr. Ken Croswell
Assistant to the Vice President,
District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, California 94010

Mr. Reid B. Pearce
Administrative Assistant to
the Vice President, District 9
Communications Workers of America
6033 West Century Boulevard
Suite 600
Los Angeles, California 90045

Gentlemen:

This confirms our understanding of Sept. 11, 1986, with respect to pay treatment of certain employees with physical restrictions. This Memorandum cancels and supersedes our letter dated March 29, 1977, regarding the return to work of certain physically restricted employees.

The pay treatment is as follows:

If the rate of pay on the new assignment is lower than that of the employee's former job, the employee will be red circled at the employee's previous rate based on the following table:


<u>Net Credited Service</u>	<u>Period of Red Circling</u>
Under 6 months	0
6 months to 2 years	2 weeks
2 years to 5 years	4 weeks
5 years to 15 years	13 weeks
15 years to 20 years	26 weeks
20 years to 25 years	39 weeks
25 years and over	52 weeks

Employees will continue to receive their progression increases at the higher rate during the period of red circling as well as any general wage increases and team awards that become effective during this time. Where applicable, the team awards will be prorated according to the Team Award Plan.

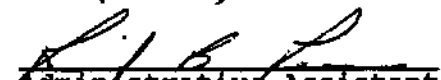
If at the completion of the period of red circling the physical/medical restrictions still exist, the employee's wage rate will be reduced to the wage rate of the new assignment.

This Memorandum of Agreement will only become effective if the collective bargaining agreement between the parties embodied in the Memorandum of Agreement dated August 1, 1986 is ratified by the Union membership on or before September 12, 1986. If that Memorandum of Agreement is so ratified, this Memorandum of Agreement will become effective and may be terminated by either party by giving thirty (30) days prior written notice to the other party of its intention to terminate this Memorandum of Agreement.

COMMUNICATIONS WORKERS OF AMERICA

Agreed: 
Assistant to the Vice
President, District 9

Date: Sept. 11, 1986

Agreed: 
Administrative Assistant
to the Vice President,
District 9

Date: 9-11-86

PACIFIC BELL
NEVADA BELL

By: 
Executive Director-
Labor Relations

Date: 9-11-86

Principles for Sales Incentive Programs

The Company and the Union agree to the following principles for negotiating individual sales incentive programs:

Sales and incentives for sales shall be a win for all stakeholders:

- * Customer - good service and the best possible solution to telecommunications needs
- * Employee/Union - positive incentive to sell; increased pay opportunities, increased employment security and jobs
- * Company - increased revenue leading to growth and higher share owner value

Communication to employees (management and non-management) on service, sales, and sales incentives must be positive and ongoing:

- * Joint union-company communications is best approach
- * All service representatives will be trained on product knowledge and sales techniques to enhance their sales capabilities in the performance of their job
- * Communications should emphasize overall good service as well as sales
- * Communications should focus on both the why and the what of sales incentives
- * Communications process must include periodic follow-up with service representatives and a feedback mechanism for issues and timely resolution of issues

Ethical sales practices and strict adherence to company policy and/or negotiated agreements will not be compromised:

- * No tolerance for unethical sales, dishonest behavior, or behavior that promotes unethical sales or dishonest behavior

Individual incentives will be over and above base wages.

- * No wages will be at risk

Sales quotas will not be set for service representatives, however, sales goals may be set for service representatives with the following conditions:

- * Individuals will not be disciplined for failure to meet sales goals
- * Company will continue to train all service representatives on product knowledge and sales techniques and provide ongoing coaching on the same
- * Sales goals will be based on sales opportunities

- * Company and Union will work together to place those who do not desire to work in a sales environment
- * Although sales are a part of the service representative performance development process (PDP) standards, under no circumstances will sales effectiveness be the sole factor used to determine that an employee is not meeting acceptable work performance standards
- * Company and Union will work together to find out why people are not able to properly use trained sales techniques and figure out how to build employee sales capability and/or provide assistance

Pacific Bell/Nevada Bell

Communications Workers of America

Agreed: *[Signature]*

Director - Labor Relations

Agreed: *[Signature]*

Area Director

Date: 1-22-98

Date: 1/22/98

SEP 11 1986

Mr. Ken Crowell
Assistant to the Vice President,
District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, California 94010

Mr. Reid B. Pearce
Administrative Assistant to
the Vice President, District 9
Communications Workers of America
6033 West Century Boulevard
Suite 600
Los Angeles, California 90045

Gentlemen:

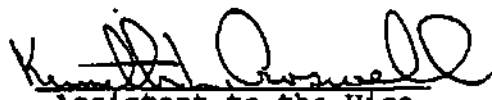
This letter supersedes our prior agreement of August 24, 1983 (old tab 258) regarding scheduling of employees for Sunday plus Four to reflect the current contractual references. This agreement continues and reads as follows:

"Employees defined in Appendix A, Section A1.01, A2.01 and Appendix B, Section B1.01 subparagraphs A and B may voluntarily waive the requirement as stated in Appendix A, Section A1.02J and A2.02I and Appendix B, Section B1.03I to be scheduled for Sunday plus four additional consecutive days.

An employee will be scheduled according to the Sunday plus four additional consecutive days rule unless the employee notifies his/her supervisor of his/her waiver one week prior to the posting of the schedule."

COMMUNICATIONS WORKERS OF AMERICA


Agreed:


Assistant to the Vice
President, District 9

Date:

Sept. 11, 1986

Agreed:


Administrative Assistant
to the Vice President,
District 9

Date:

9-11-86

PACIFIC
NEVADA BELL

By:


Executive Director-
Labor Relations

Date:

9-11-86

MEMORANDUM OF AGREEMENT

RELOCATION

This Memorandum of Agreement will confirm our understanding of August 6, 1995, with respect to reasonable moving costs as provided for in Section 2.08A of the Contract between Pacific Bell/Nevada Bell and the Communications Workers of America. This memorandum cancels and supercedes our letter on the same subject dated June 20, 1990.

Relocation expense reimbursement will be paid to employees who accept a Company-initiated transfer to a non-commutable work location. Company-initiated transfers are those transfers and reassignments made under the provisions of Section 2.05 or Section 2.06 of the Contract. A work location shall be considered to be non-commutable as described in Section 2.08E of the Contract.

An employee who accepts a Company-initiated transfer to a non-commutable work location will be eligible for moving expense reimbursement if the employee has moved his/her residence to a commutable location (as described in Article 2, Section 2.08E of the Contract) or if, in the determination of the Companies, the employee has moved his/her residence appreciably closer to the new work location.

1. Relocation expense reimbursement will be paid according to the attached schedule, up to a maximum of \$ 12,000.00. or
2. A commute allowance of \$200 per month will be paid for up to three (3) years. Employees who elect the commute allowance in lieu of relocation (CILOR) may, within one (1) year from the date of transfer, elect to move their residence. In such cases, relocation expenses will be reimbursed in accordance with the attached schedule, up to a maximum of \$ 9,600. In no event will the combination of commute allowance and moving expenses exceed \$ 12,000.

This Memorandum of Agreement will also confirm our understanding of November 27, 1989, regarding the application of relocation benefits. This Memorandum of Agreement supersedes our letter dated December 18, 1986; however, this Memorandum does not change the intent of that letter, which reads as follows:

" In the event an employee who is commuting to work, on his/her own volition, a distance exceeding that which is normally considered commutable and is subject to a Company-initiated move to a location which is also non-commutable but results in a commute that is less than the employee's previous commute, the employee will not be entitled to relocation benefits including CILOR.

However, if an employee, under similar circumstances, is subject to a Company-initiated move which results in a commute greater than that which the employee previously experienced, the employee will be entitled to relocation benefits should the employee decide to move his/her residence within one year of the effective date of the Company-initiated move, or CILOR. "

Effective date/language:

Upon ratification of the Contract.

Termination date/language:

In accordance with the conclusion Article of the currently effective collective bargaining agreement between Pacific Bell/Nevada Bell and the Communications Workers of America.

Coverage:

Pacific Bell Yes

Nevada Bell Yes

ORIGINAL SIGNED: August 8, 1995

RELOCATION EXPENSE TREATMENT-CWA

1. EXPLORATORY TRIP TO NEW LOCATION

- A. Mileage.....Standard
.....Company rate
- B. Per Diem (meal and miscellaneous).....\$30/day
- C. Lodging-actual, not to exceed.....\$75/day maximum
- D. Exploratory trip, not to exceed.....5 days maximum
- E. Immediate family members may go on
Exploratory Trip. Expense treatment
as follows:
 - Spouse meals-actual, not to exceed.....\$15/day
 - Children under 12 years-actual,
not to exceed.....\$7.50/day
 - Children over 12 years-actual,
not to exceed.....\$15/day
 - Lodging/spouse-actual, additional
not to exceed.....\$10/day max.
 - Lodging/children-actual, additional
not to exceed.....\$5/day max.
 - Babysitter for children-actual
documented costs, not to exceed.....\$25/day

2. TEMPORARY LIVING

Lump sum amount of \$ 4,750 in lieu of receipted expenses.

3. MOVING OF HOUSEHOLD FURNISHINGS

Arrangements made through Relocation office. Actual expenses reimbursed

4. EN ROUTE EXPENSES

Expense treatment same as during
Exploratory Trip. Mileage at Standard
Company Rate for a maximum of 2 cars.

En route expense normally reimbursed
for a maximum of 1 night's lodging and
2 days' meals.

RELOCATION EXPENSE TREATMENT-CWA (Continued)

5. MOBILE HOMES

Cash allowance for moving mobile home in lieu of reimbursement for moving household. Cash allowance determined by Relocation Coordinator. Allowance will not exceed estimated cost of moving employee's personal household furnishings that are in the mobile home.

6. MISCELLANEOUS

Documented loss of rent, including penalties associated with leases, with business transfer termination privileges. Up to \$500

Home/Apartment Finding Service Fee (e.g., Relocation Consultants) Up to \$200

7. DISCOUNTED MORTGAGE RATE

Provide the name of a national lender who will offer discounted mortgage rates to qualified employees.

8. PURCHASE/RENTAL ALLOWANCE

Allowance to those who relocate and purchase a residence or who rent their primary residence. \$ 1,000

MILEAGE REIMBURSEMENT RATE

Per Article 5, Section 5.05C4c of the 1995 Agreement, employees shall be reimbursed at the rate of thirty cents (\$.30) per mile for mileage incurred on or after March 1, 1995.

In the event the Internal Revenue Service (IRS) changes the reimbursement rate for mileage, the Companies will adjust the mileage reimbursement rate to the maximum allowable rate. The Companies will determine and inform the Union of the date on which employees will begin receiving any new mileage reimbursement rate.

MEMORANDUM OF AGREEMENT

SUBCONTRACTING

The Companies prefer to have employees in the bargaining unit perform traditional telephone work. However, when the Companies determine that it is necessary to subcontract that type of work, the Companies agree to the following:

1. The Companies will provide notice to the appropriate Union Local before contracting out work when the contracting project is anticipated to last more than ninety (90) days and to discuss the reasons for the contracting.
2. To carefully consider the use of union-represented contractors to perform traditional telephone work with the understanding that the selection of any contractor is determined solely by the Companies.
3. From time to time, but no less frequently than every six (6) months, the Vice President-Labor Relations, the Business Unit Presidents, or next level of management below if the Presidential level does not exist for that organization, and the Vice President-District 9, or their designated representatives, will meet to discuss the issue of subcontracting and its impact on employees. In addition, this committee may review situations where contractors are performing traditional telephone work and the work is expected to continue long-term and discuss appropriate solutions.
4. The Vice President-Labor Relations and the Vice President-District 9 will also establish a joint committee to examine work previously performed by bargaining unit employees to determine if it would serve the interests of both parties to have the work brought back into the Companies. The joint committee should be formed within 60 days following ratification and have their first meeting within 90 days following ratification. The joint committee shall make recommendations to the Vice President-Labor Relations and the Vice President-District 9 within 90 days of holding such meeting. The Union members of the joint committee will be paid in accordance with Section 3.02B of the current collective bargaining agreement.
5. The Companies will provide the Union a monthly report regarding the contracting of bargaining unit jobs. The report will include:
 - The name of the contractor.
 - The type of jobs being contracted.
 - The estimated number of jobs being contracted.
 - The location of the contracted work.
 - The length of the contract and duration of the work at each location.

MEMORANDUM OF AGREEMENT

SUBCONTRACTING

Any claims of non-compliance with the terms of this Agreement may be immediately escalated, in writing, to the National Union's Area Director and Labor Relations Executive Director. If they are unable to resolve the issue, the Union may, within thirty (30) calendar days of the escalation, notify the Company of their intent to arbitrate issues of non-compliance with this Agreement.

Effective Date: With ratification

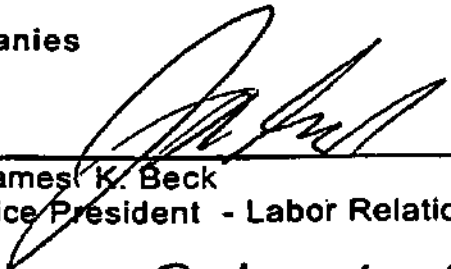
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement

Applies to:	Pacific Bell	X	SBC Services, Inc.	X
	Nevada Bell	X	SBC Telecom, Inc.	X
	ASI	X	PB Home Entertainment	X

Communications Workers of America

The Companies

Agreed: 
James B. Gordon
Area Director CWA - District 9

Agreed: 
James K. Beck
Vice President - Labor Relations

Date: 3/23/01

Date: 3/23/01

The Pacific Telephone and Telegraph Company (Company) has the responsibility for providing high-quality telephone service to the public. This includes not only the proper functioning of equipment but such things as accuracy, completeness, promptness, courtesy and helpfulness of employees in business transactions with customers. It is agreed by the Company and the Communications Workers of America (Union) that appropriate procedures will be used to meet this obligation.

In addition, the Company and the Union agree that the laws with respect to secrecy of communications must be followed, and that both have an obligation to prevent any acts by employees which tend to perpetrate fraud, violate secrecy or cause loss of revenue.

It is agreed that supervisory monitoring as defined and referred to in CPUC Decision No. 73146 may be used to achieve the above objectives.

As defined, "Supervisory monitoring" is used by telephone companies to train and supervise individual employees in their performance of telephone service assignments.

Under CPUC Decision No. 73146, supervisory monitoring is permitted without notice (i.e., without a "beep tone") when performed without the making of any written notation or any record of the contents, substance, purpose, effect, or meaning of any conversation (which includes the employee's conversation) which may have been heard during said supervisory monitoring.

A person performing supervisory monitoring may not disclose to anyone (including supervisory personnel and the observed employee) any part of any conversation overheard while performing such supervisory monitoring.

The Company is obligated to insure, by proper training and direction of its supervisory people, that supervisory monitoring is properly used. To insure that this is done the Company agrees to train its supervisory people in the implementation of this Agreement covering the use of supervisory monitoring as follows:

a. Record of supervisory monitoring will be made on check-off type summary sheets recording only technical details and manner of job performance. No written notations of a conversation will be made except as absolutely necessary to protect secrecy of communications or to prevent fraud or loss of revenue.

b. When a record of a job discussion between a Traffic or Central Office Manager, or other supervisor and the observed employee is made, it will not include the contents, substance, purpose, effect, or meaning of any observed conversation, unless secrecy of communications, fraud, or loss of revenue is involved. An employee shall be permitted to review his/her personnel record upon his/her request.

c. Supervisory monitoring may be used to determine training needs and to evaluate the grade of service of individual employees. Other supervisory steps, such as training sessions, visual observation, individual discussions and coaching shall be used in addition to supervisory monitoring to evaluate and improve an employee's performance.

d. Employees subject to supervisory monitoring will be so advised.

e. Supervisory monitoring will be done only in the quarters where the employee is working.

This Agreement does not preclude the Union's right of grievance procedure and/or arbitration as set forth in the Agreement between the parties.

This Agreement may be terminated by either party in accordance with the appropriate Collective Bargaining Agreement covering Wages, Hours and Working Conditions for bargaining unit employees represented by the Union.

C. B. S. S. S.
Communications Workers
of America, AFL-CIO

H. M. Galt
The Pacific Telephone and
Telegraph Company
Bell Telephone Company of Nevada

Oct 12, 1971

MEMORANDUM OF AGREEMENT

SUPERVISORY MONITORING - SERVICE REPRESENTATIVES

This Memorandum of Agreement confirms the understanding between the Company and the Union regarding Supervisory Monitoring for Service Representatives in Pacific Bell.

Supervisory monitoring will be conducted as follows:

- Done only when all employees in the work group have been notified by a visual indicator which will be used only when monitoring is taking place.
- Monitoring used for evaluative or disciplinary purposes shall be limited to no more than 10 calls per month. Such monitoring of an employee will take place no more than two days per month and will be limited to one monitoring session each day.
- New employees for six (6) months following initial training will have no limit to the number of calls monitored.
- Coverage of an employee should take place as soon as possible, but must take place within 24 hours of the call being monitored.
- No employee will be dismissed solely as a result of monitoring unless secrecy of communications, fraud or gross customer abuse is involved.
- Simultaneous monitoring will be used solely for coaching and development of management personnel and will be done only with the concurrence of the monitored employee.
- Monitoring that is performed by anyone other than management shall be used for coaching and development and may not be used for evaluative or disciplinary purposes. Employees receiving Relief Differential are not management.

To facilitate implementation and understanding, the Union and the Company recognize the importance of developing a best practices package for supervisory monitoring. To assure this, we agree to reconvene the Supervisory Monitoring Joint Committee to develop a best practices for supervisory monitoring package. The Supervisory Monitoring Joint Committee will have the best practices package developed by December 31, 1995. The Union and the Company also agree that common definitions are important and further agree that the terms listed in the attached Glossary of Terms will have the meanings stated there.

Effective date/language:

Upon the ratification of the Contract.

Termination date/language:

This Memorandum of Agreement will be subject to termination in accordance with the Conclusion Article of the currently effective collective bargaining agreement between Pacific Bell/Nevada Bell.

Coverage:

Pacific Bell Yes

Nevada Bell No

ORIGINAL SIGNED: August 8, 1995

2001 INDEX

	SECTION	PAGE
Christmas and New Year's Eve Special Payments.....	6.03C	65
During Scheduled Vacation Week.....	6.03B	65
Falling on Sunday	6.03A	65
List of eight Observed.....	6.03A	65
Pay Treatment		
Not Paid for, Exceptions	6.03E2&4	66
Not Worked	6.03E	66
Worked.....	6.03F	66
Home Garaging.....	B2.09	123
Hourly Pay Treatment		
Hours of Work	A1.02	96
	A2.02	103
	A3.02	107
	A4.02	114
	B2.04	121
Immediate Family, Definition	6.05A3	68
Immediate Services.....	5.04G-J	57
	A3.03B&C	109
Information Sharing	7.06	77
Job Evaluation.....	4.01	43
Advanced Notification to Union	4.01A&B	43
Change Due to New Technology or Functionalization	4.01B	43
Negotiation Rights	4.01D	44
Neutral Third Party	4.01F&G	44
Wage Administration for Job Reclassification	4.01B2	44
Job Evaluation Transition Pay Plan (JETPP)	4.01B2	44
Joint AUTS Review Committee	2.04D	8
Jury Duty	6.04D	67
	6.05A1	68
Laws, Federal or State	3.10	41
Layoffs		
Allowance	8.01C	85
	B2.01 D	120
Allowance - Repayment After Rehire	8.01D	86
Part-Time Employees.....	8.01C1	86
Recall Rights	8.01F	86
Treatment for Recalled Employees		
Subsequently Laid Off	8.01E	86
Union Notification	8.01A	85
	B2.01 A	120
Vacation Payment.....	8.01C2	86
Leave of Absence		
Personal	6.05B	68
Union Activities	3.03A&C	31
Liaison Committees, Force Movement	2.06B2	13
Limits on Employees Paid Attending Meetings.....	3.02B4	30
Lodging, Temporary Non-Commutable Work Location		
Company Provided	5.05A1	58
Employee Provided	5.05A2&3	58
Lost Workday Payment.....	5.01J	53

2001 INDEX

	<u>SECTION</u>	<u>PAGE</u>
Employee Discipline, Union Representation	7.02A	73
Employee Presentation, Problem Resolution	7.09	78
Employment Security Commitment	2.01	3
Excused Absences for Union Activities	3.03A&B	31
Expedited Arbitration	7.15	81
Expense Treatment		
Allowance In Lieu of Per Diem	5.05A2&3	58
Automobile, Use of Personal	5.05C4	60
Commutable Temporary Work Location	5.05C2	60
Lodging, Company Provided	5.05A1	58
Lodging, Employee Provided	5.05A2	58
Meal Allowance	5.05B	59
Moving Expense	2.08	24
Non-Commutable Temporary Work Location	5.05A1	58
Per Diem	5.05A	58
Relocation	2.08	24
Transportation	5.05C	60
Union Reimbursement for Attending Joint Meetings	3.02D-F	30
Weekend and Holiday Travel	5.05A4	59
Expiration Date, Contract	10.01	91
Extra Time Distribution	A1.05E	100
	A2.03G	106
	A4.03B	116
	B2.05B	122
Fatigue Clause	5.04H	57
Federal Laws	3.10	41
Final Departmental Position	7.07	78
Flexible Starting Rates	5.01D	52
Force Balancing	2.06	10
Force Movement	2.06	13
Force Rearrangements	2.05B	11
Forty-Nine Hour Rule	5.04L	58
General Increase	C1.01-04	126
Grandfathered, Part Time	4.03A1	46
Grievance Procedure	7.05	74
Discussions with Employee	7.05F	77
Employee Presentation	7.09	78
Final Company Position	7.07	78
Information, Sharing	7.06	77
Time Limits, Computation of	7.17	82
Time Limits, Presentation of	7.04	74
Unresolved Union Presented Grievances	7.08	78
Headquarters and Specified Limits	A1.04	98
	A2.02K	105
	A2.04	106
	A4.04	117
Headquarters, Defined, Force Allocation	2.09	25
	B2.08	123
Health	9.01	89
Holidays		
Assignment of Work	6.03D	65

2001 INDEX

	<u>SECTION</u>	<u>PAGE</u>
Call-Outs		
Immediate Services (Non-Scheduled Workday).....	5.04J	57
	A3.03C	110
Immediate Services (Scheduled Work Day)	5.04I	57
	A3.03B	109
Less than 3 Hours Before Shift	5.04G	57
More than 3 Hours Before Shift	5.04H	57
Standby Pay	5.06	61
Career Development Programs	2.02	3
Carfare	5.05C	60
Change of Assignment and Wage Administration.....	C8	160
Change of Shift Requests.....	2.04E1	9
Change of Work Location Requests	2.04E2	9
Christmas & New Year's Eve Special Payments	6.03C	65
Communication and Problem Solving	7.03	73
Commutable Temporary Work Location	5.05C2	60
Company Premises, Access by Union.....	3.05	36
Company's Grievance Decision to Union Time Requirements ...	7.07	78
Condition of Employment, Dues Requirement	3.08A-C	39
Consolidation Headquarters.....	2.09B	25
Contract, Copies of	1.05	1
Contract Employees, Replacement of	2.06C	18
Death in the Family	6.05A3	68
Differentials		
Operator Services - Various.....	A3.05	111
	C7	159
<i>Pacific Bell Home Entertainment.....</i>	82.07	123
Relief - Management.....	5.02A	54
Shift	5.03	54
Disability and Wage Changes	C3.01A2	130
Discrimination	3.09	41
Discussing Problem Resolution with Employee		
After Referred to Union.....	7.05F	77
Dismissals		
Back Pay - Reinstatement	7.14	81
Employee Rights - Investigation	7.19A	84
Grievance Procedure	7.05	74
Payment At Time of.....	7.19B	84
Distribution of Extra Time	A1.05E	100
	A2.03G	106
	A4.03B	116
	82.05B	122
Dues, Union		
Arranging Payroll Deduction	3.08A	39
Canceling Payroll Deduction	3.08A, E, F	39
Changes in Amount.....	3.08C	39
Company Responsibility	3.08A&H	39
Condition of Employment.....	3.07A	38
Employee Career Development Programs.....	2.02	3

2001 INDEX

	<u>SECTION</u>	<u>PAGE</u>
Absence		
Death in Family	6.05A3	68
Effect on Wage Increase	5.01B7	51
Jury Duty	6.05A1	68
Leave of, Personal	6.05B	68
Leave of, Union Activities	3.03A&C	31
Personal Days Off	6.04	67
Sickness	5.01F-H	53
Voting	6.05A2	68
Access to Company Premises, Union	3.05	36
Americans With Disabilities Act (ADA)	3.09B	41
Approved Union Activities on Company Premises	3.05B	36
Arbitration		
Arbitrator's Decision	7.13	81
Arbitrator, Power of	7.12	80
Arbitrator, Selection of	7.11	80
Back pay, Reinstatement After Arbitration	7.14	81
Effect of Resolution	7.14	81
Expedited	7.11D	80
.....	7.15	81
.....	7.16	82
Expenses		
Mediation	7.18	82
Notice to Company, Time Requirements	7.10C	79
Procedures	7.10	78
Time Limits, Computation of	7.17	82
Assigned Employees, Force Rearrangement	2.05B4a	11
Assigned Employees, Surplus	2.06B7	16
Assigning Titles and Work	4.02	45
Assigning of Scheduled Weekend and Holiday Work	A4.02J	116
Attendance at Meetings, Union	3.05D	36
Authorized Holidays	6.03A	65
Authorized Representatives, Bargaining	3.02A	29
Authorized Representatives, Problem Resolution	3.02A	29
Automated Upgrade & Transfer System (AUTS)	2.04	5
Automobile, Use of Personal	5.05C4	60
Average Workweek	4.03A	46
Bad Weather Conditions	5.01I	53
Benefit Eligibility	4.03E	50
Benefit Plan		
Changes in Plan	5.07A	62
Grievance and Arbitration	5.07B	62
Bulletin Boards		
Authorization	3.06B	37
Posted Materials - Limitations	3.06C	37
Specifications	3.06A	37
Termination of Privilege	3.06D	37

2001 INDEX

	<u>SECTION</u>	<u>PAGE</u>
Management Returns.....	2.06F	19
Meal Allowance	5.05B	59
Meal Periods.....	A1.02H&I	97
	A2.02H&J	104
	A4.02G&H	116
	B2.04I	121
Meal Periods, Overtime.....	5.04N	58
Mediation	7.18	82
Meetings Between Union and Management		
Representatives	3.02	29
Authorized Representatives	3.02A	29
Expense Reimbursement	3.02D-F	30
Pay Treatment	3.02B	29
Returning to Work - End of Meeting.....	3.02C	30
Mileage Allowance	5.05C4c	60
Minimum Payment, Immediate Services.....	5.04J&K	57
Mini-Transfers	2.04E	8
New Job Titles and Classifications		
Advanced Notification to Union	4.01A&B	43
Change Due to New Technology or Functionalization	4.01B	43
Negotiation Rights	4.01D	44
Neutral Third Party	4.01F&G	44
New Years' and Christmas Special Payments	6.03C	65
Non-Commutable Assignment, Defined.....	2.08E	24
Non-Commutable Temporary Work Location.....	5.05A	58
Non-Discrimination	3.09	41
Occasional Employees.....	4.03D	49
Occasional Meals.....	5.05B	59
Occupational Job Evaluation (OJE).....	4.01	43
Occupational Safety and Health	9.01	89
Overtime Definition	5.04B	55
Overtime and Premium Pay		
Call-Outs.....	5.04G-J	57
	A3.03B	109
	A3.03C	110
	B2.05D	123
Distribution of Opportunity.....	A1.05E	100
	A2.03G	106
	A4.03B	116
	B2.05B	122
Forty-Eight Hours' Notice.....	A1.03D	98
	A2.03E	106
	A4.03C	117
Forty-nine Hour Rule.....	5.04L	58
Holidays - Pay Treatment	6.03E&F	66
Meal Periods	5.04N	58

2001 INDEX

	<u>SECTION</u>	<u>PAGE</u>
Overtime and Premium Pay (Continued)		
Shift Change	A1.05D	100
	A2.03F	106
	A4.02B4	115
Standby Pay.....	5.06	61
Sunday Work	5.04F	56
	A3.03A	109
Time Paid For But Not Worked	5.04E	56
	A3.03A1	109
Part-time, Term, Temporary and Occasional Employees.....	4.03	46
Part-time Employees (Until January 1, 1993)		
Holiday Pay	6.03E1b	66
Vacation Pay	6.02D&E	64
Part-Time Employees: As of January 1, 1993		
Benefits.....	4.03A2e&3	48
Grandfathered	4.03A1	46
All-Other Employees	4.03A2&3	46
Holiday Pay	6.03E1c	66
Vacation Day.....	6.02F	64
Paychecks, Distribution	5.01K	53
Pay for Holidays Not Worked	6.03E	66
Pay for Holidays Worked	6.03F	66
Pay for Vacation Time.....	6.02B-E	64
Pay Treatment for Union Representatives.....	3.02B	29
Payroll Deduction, Dues.....	3.08	39
Pension Bands.....	C2	128
Pension Table Revision	C6	158
Per Diem Payment.....	5.05A	58
Personal Days Off		
Eligibility	6.04A	67
Employee Works, Options	6.04C	67
Relief (Shift Change)	6.04D	67
Scheduling	6.06A-E	68
Two (2) Hour Increments.....	6.04B	67
While at Non-Commutable Temporary Work Location.....	6.06L	70
Photocopies, Charge for.....	7.06C	78
Placement Areas, Defined.....	2.06B6e	15
Plan for Employees' Pension, Disability and Death Benefits	5.07	62
Premium Payments, Definition	5.04C	56
Priority Placement Consideration for Surplus Employees	2.06B6	14
Problem Resolution, Presentation Steps		
Discipline Other Than Dismissals	7.05A	74
Dismissals.....	7.05A	74
Other Problems	7.05B	75
Rearrangement Areas, Defined.....	2.06B6f	15
Reassignment Pay Protection Plan (RPPP).....	2.06B8	17
Recall Rights	8.01F	86
Recalled Employees.....	8.01D	86

2001 INDEX

	<u>SECTION</u>	<u>PAGE</u>
Reclassify Existing Jobs.....	4.01B	43
Recognition	1.01	1
Reinstatement of Employee on Return from Absence	3.03D	35
Relief Differential.....	5.02	54
	A3.05B-E	112
Relocation Expense.....	2.08	24
Eligibility	2.08A1	24
Relocation of Existing Work.....	2.05A	10
Replacement of Contract Employees.....	2.06C	18
Rescheduling Personal Days Off.....	6.06E	69
Responsible Union-Company Relationship	3.01	29
Retreats, Regular Transfers.....	2.04C	7
Retreats, Wage Administration	C8.06	164
Returning To Work After Meetings.....	3.02C	30
Review Committee, Joint AUIS	2.04D	8
Rules Overtime		
2-Hour.....	5.04I-K	57
	A2.03A	105
	A3.03B2	109
	A3.03C	110
	B2.05D	123
3-Hour.....	5.04G&H	57
	A1.05B	99
	A2.03A&B	105
4-Hour.....	5.04K	57
5-Hour.....	A1.05A	99
	A2.03C	105
8-Hour (Also See 40-Hour Below)	5.04D	56
40-Hour (Also see 8-Hour Above)	5.04D	56
40-Hour, Calculation.....	5.04E	56
48-Hour	A1.03D	98
	A2.03E	106
	A4.03C	117
49-Hour.....	5.04L	58
Posting Schedules	A1.03B	98
	A2.02A2&3	103
	A4.02B	115
	B2.04C	121
Sickness/Benefit Absence	5.01F	53

2001 INDEX

	<u>SECTION</u>	<u>PAGE</u>
Safety.....	9.01	89
Scheduling, 15-Month Calendar.....	6.06D	69
Scheduling Planned Time Off.....	6.06	68
Selection, Sequence for Vacancies.....	2.04B	6
 Seniority		
Assignment of Hours	A1.06D	101
	A2.05A	106
	A3.04B	110
	A4.05C	118
	B2.06B	123
Defined	A1.06A	101
	A2.05	106
	A3.04A	110
	A4.05	118
	B2.06A	123
Separation Benefits.....	2.07	20
Sharing Information.....	7.06	77
Shift Changes, Temporary.....	5.03A1c	54
Differentials.....	A1.05D	100
Temporary Change.....	A2.02A1	103
	A4.02B4	115
 Vacation and PDO Relief	6.04D	67
Shift or Tour		
Defined	A1.02A-E	96
	A2.02A-F	103
	A3.02A	107
	A4.02A-F	114
	B2.04A-G	121
 Differentials.....	5.03	54
	A3.05	111
	B2.07	123
	C7	159
Short Term Incentive Plan - STIP (See Team Performance Award - TPA)	C5	152
Sickness Absence Payments	5.01F-H	53
Sleep Day	5.01J	53
Solicitation of Members on Company Premises.....	3.05C	36
Specified Limits.....	A1.02F	96
	A1.04B	99
	A2.02K	105
Standby Pay		
Defined	5.06A	61
	B2.05C	122
Assignment/Employee Requirements.....	5.06B	61
	B2.05C	122
Compensation	5.06C	62
	B2.05C	122

2001 INDEX

	SECTION	PAGE
State Laws	3.10	41
Steward List.....	3.02A	29
Sundays, Premium Payment.....	5.04F	56
Surplus, Identification and Resolution.....	2.06B-E	13
Surplus, Steps to Reduce.....	2.06A	13
Surplus, Work Group, Defined	2.06B1a	13
 Team Performance Award (TPA) (formerly STIP).....	C5	152
Computations	C5.02	156
Description	C5.01	152
Temporary Employees.....	4.03C	48
Reclassified to Term Employee.....	4.03C4	48
Temporary Work Locations.....	5.05A	58
 Term Employees.....	4.03B	48
Time-in-Title	C2	128
Time Limits, Problem Resolution		
Arbitration	7.10D	79
.....	7.18J	83
Extensions, Computation of.....	7.17	82
Final Department Position	7.07	78
Grievance Presentation, Initial.....	7.04A&B	74
Grievance Process.....	7.05C-E	75
Mediation.....	7.18B	82
Time Off for Union Activities	3.03	31
Titles	C2	128
Titles and Applications	A1.01	95
.....	A2.01	102
.....	A3.01	107
.....	A4.01	114
.....	B1	120
Tour Differentials (Operator Services).....	C7	159
Training/Retraining Working Committees	2.03	4
Transfer, Automated System	2.04	5
Activity Reports	2.04A3	5
Intra-VP Entity Placement	2.04B4	7
Listing of Job Openings.....	2.04A4	5
Prerequisites	2.04A6	5
Selection	2.04B	6
Time-in-Title.....	C2	128
Transportation.....	5.05C	60
Travel Expense		
Home Board and Lodging Allowance.....	5.05A2	58
Mileage Allowance	5.05C4c	60
Occasional Meals.....	5.05B	59
Per Diem Allowance	5.05A	58
Transportation	5.05C	60
Weekend and Holiday Travel	5.05A4	59
Travel Time, for Meetings with Management	3.02B2	29
Triennial Collective Bargaining Meetings	3.04	36
Union Activities on Company Premises.....	3.05	36
Union-Company Meetings	3.02	29
Union-Company Relationship	3.01	29

2001 INDEX

	<u>SECTION</u>	<u>PAGE</u>
Union Dues		
Arranging Payroll Deduction	3.08A	39
Canceling Payroll Deduction	3.08A,E,F	39
Changes in Amount	3.08C	39
Company Responsibility	3.08A&H	39
Condition of Employment	3.07A-C	38
Union Material, Distribution of	3.08B	37
Union Notification, Changing Working Conditions	7.03A	73
Union Presentation, Employees Problems	7.04	74
Union Representation, Employee Request	7.02A	73
Union Representatives, Number Paid	7.05A-B	74
Union Security, Dues Requirement	3.07A-C	38
Unresolved Union Presented Grievances	7.08	78
Upgrades (also see Transfers)	2.04	5
Vacation	6.02	63
After Returning from Accident and Disability Absences	6.06M	70
After Returning From Leaves of Absence	6.02G	65
Carry Over	6.06N	70
Day-At-A-Time	6.06K	70
Day-At-A-Time	6.06I	70
Day Reliefs	6.04D	67
Differentials	5.03	54
Eligibility After Leave of Absence	6.06N	70
Eligibility, Full and Part-Time Employees	6.02	63
Holiday During	6.03B	65
Part-Time Employees	6.02D&E	64
Pay, Determination of Status	6.02B	64
Pay, Full Time Employees	6.02C	64
Pay, Part-time Employees	6.02D&E	64
Pay Treatment, Relief	6.04D	67
Pay in Lieu	6.02H	65
Pay in Lieu, Leave of Absence	6.06N	70
Pay in Lieu, Leaving Service	6.06O	71
Relief Assignments	6.06C	69
Scheduling	6.06A&C	68
Week, Defined	6.06H&J	70
While at Non-Commutable Temporary Work Location	6.06L	70
Work Restrictions	6.06H	70
Voluntary Surplus Reduction Option (VSRO)	2.07K	23
Voting Absence	6.05A2	68
Wage Administration Practice	C8	160
Wage Areas		
Zone E	C4.01	148
Zone F	C4.02	148
Zone G	C4.03	149
Nevada	C4.04	151
Wage Credit	5.01E	52
Wage Credit, Absence Exceeds 30 Days	5.01C	52
Wage Increases	5.01B	51
Wage Increases, General	C1	126

2001 INDEX

	<u>SECTION</u>	<u>PAGE</u>
Wage Schedules	C2	128
	C3	130
Wage Schedules and Payments	5.01	51
Weather, Bad Conditions	5.01I	53
Weekend Travel Expense	5.05A4	59
 Work Schedules		
Posting.....	A1.03B	98
	A2.02A2&3	103
	A4.02B	115
	B2.04C	121
 Work Week		
Defined	A1.02J	97
	A2.02I	104
	A3.02B	108
	A4.02I	116
	B2.04H	121
 Working Conditions Changes, Union Notification	7.03A	73
Working On A Scheduled Personal Day Off	6.04C	67

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SUPERVISORY MONITORING JOINT COMMITTEE

GLOSSARY OF TERMS

- **Monitoring** - A third party listening to both sides of the telephone conversation between two other parties.
- **Administrative Monitoring** - A random sampling that provides the utility with an overall evaluation or index of the quality of service provided by an office or work group without reference to or identification of an individual employee.
- **Supervisory Monitoring** - Monitoring to train and supervise individual employees in their performance of telephone service assignments.
- **Simultaneous Monitoring** - Two or more managers monitoring the same call. This activity is used solely for coaching and development of management personnel and is done only with the concurrence of the monitored employee.
- **Deskside** - Monitoring that is done at the desk of the employee being monitored.
- **Remote** - Monitoring that is done away from the desk of the employee being monitored, but within the same general work area.
- **Development** - Any activity focused on improving or enhancing an employee's performance or behavior.
- **Coach** - One who guides and directs performance growth and development.
- **Discipline** - Any action taken by the coach which carries negative consequences for non-performance.
- **Gross Customer Abuse** - Use of profanity and ethnic or sexual slurs that obviously causes the customer distress.

NOTES